

COMMISSION OF INQUIRY INTO STATE CAPTURE
HELD AT
CITY OF JOHANNESBURG OLD COUNCIL CHAMBER
158 CIVIC BOULEVARD, BRAAMFONTEIN

01 JUNE 2021

DAY 407



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TRANSCRIBERS:

B KLINE; Y KLIEM; V FAASEN; D STANIFORTH



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PROCEEDINGS RESUME ON 01 JUNE 2021

CHAIRPERSON: Good afternoon Mr Soni, good afternoon everybody.

ADV SONI SC: Good afternoon Chairperson. We meet on a very cold afternoon.

ADV SONI SC: Agree.

CHAIRPERSON: Good afternoon Ms Ngoye.

MS NGOYE: Good afternoon Chair.

CHAIRPERSON: Yes are you the one bringing this cold?

10 **MS NGOYE:** I think so.

CHAIRPERSON: Okay all right. Yes Mr Soni.

ADV SONI SC: As you please Chairperson. Chairperson on behalf of the PRASA stream this afternoon we want to recall two witnesses who have already testified before the commission Ms Ngoye and Mr Holele.

Their – they have requested to be called back and that request was precipitated by the evidence that was given by Mr Montana when he made certain allegations against them when he gave evidence about two weeks ago.

20 **CHAIRPERSON:** But I thought we – we also said they must be called in response to Mr Montana's allegations.

ADV SONI SC: Yes. Yes.

CHAIRPERSON: So maybe their request came at the same time as the direction that they should be called. So the impression should not be created that we did not want them

to come they are the ones.

ADV SONI SC: Yes.

CHAIRPERSON: So I certainly wanted them to come so that they can deal with what Mr Montana says.

ADV SONI SC: Yes. Yes. That is indeed so. It – and Chairperson you are quite right it happened more or less at the same time.

CHAIRPERSON: Ja. Yes. Yes.

ADV SONI SC: Now there are in respect of – as you rightly
10 pointed out Chairperson in respect of their being recalled there are in fact two main sets of issues.

The one is Mr Montana's allegation that when we were dealing with the Swifambo contract in particular the attention was focused on wrongdoings by him and others but not by Ms Ngoye and Mr Holele and his allegation was to this effect that they had been part of the BAC who sat and made decisions on the Swifambo tender for one and just as important he said well you should take into account that when they testified they did not disclose that they had
20 been participants in that process and therefore that undermines some extent the 00:03:25 of the – their credibility.

So that is – that is the main purpose Chairperson. Now you will recall Chairperson in regard to Ms Ngoye that Ms Ngoye had earlier in March sought to give evidence on

her being victimised as a result of that which she has come to give evidence and her evidence was not heard on that day on the basis that a Rule 3.3 Notices ought to be served on PRASA.

Those notices were served. I just – you do not need to go there Chairperson but in effect PRASA has responded to that and it is in the file so I will just read it because there is no need to go into it.

What PRASA says is that they had regard to the fact
10 that Ms Ngoye wants to testify about the victimisation and they say that they requested preliminary ruling from you that Ms Ngoye's testimony in relation to complaints of unfair or unlawful dismissal falls outside the ambit of the business of this commission and that they ask that the notices that were served upon them be revisited and be withdrawn.

CHAIRPERSON: Well they have not arranged to be here to move an application of any kind. They cannot just write a letter like that.

ADV SONI SC: Absolutely.

20 **CHAIRPERSON:** And is there even a basis given in that letter for saying the commission has no jurisdiction?

ADV SONI SC: Not that...

CHAIRPERSON: Nothing.

ADV SONI SC: Nothing.

CHAIRPERSON: Just a bold...

ADV SONI SC: Yes.

CHAIRPERSON: Allegation.

ADV SONI SC: Yes.

CHAIRPERSON: Ja.

ADV SONI SC: Well what effectively what they say is the Labour Court has heard the matter.

CHAIRPERSON: Well it does not matter.

ADV SONI SC: Abs – and her complaint to us is a different complaint from the complaint in the Labour Court.

10 **CHAIRPERSON:** It does not matter ja. If – if PRASA people are engaged in corruption people are entitled to come to this commission and say so.

ADV SONI SC: Absolutely Chairperson.

CHAIRPERSON: So one wonders whether they have read the Terms of Reference of the commission.

ADV SONI SC: Yes Chairperson.

CHAIRPERSON: Ja. Okay.

20 **ADV SONI SC:** So Chairperson may I then ask Ms Ngoye in relation to the complaints of victimisation briefly indicate what that is. It obviously is important for us as a commission so that people who do come and testify know that the commission takes a dim view of adverse steps being taken against them by their employees.

CHAIRPERSON: You see the – the difficulty – I mean if – if Ms Ngoye complains that she has been victimised for her

anti-corruption stance that certainly is something that falls within the mandate of the commission.

ADV SONI SC: Yes.

CHAIRPERSON: The – the only difficulty in dealing with new matters at this stage is simply that we are wrapping up oral evidence and we may not be able to give everyone who gets implicated in the new matters an opportunity to take the witness stand themselves. So that – that is the difficulty.

10 Having said that the – there may be no problem with allowing any affidavit that deals with such matters on the basis that anyone who is implicated having been given a Rule 3.3 Notice is free to file an affidavit and respond and if they do not respond the affidavit that has been filed would represent unchallenged evidence which would mean that even if there has been no oral evidence since they do not challenge it it can be taken into account easily.

20 So – so I would more inclined to say insofar as her – she wishes to bring something to the attention of the commission that relates to victimisation after she had been to the commission for that maybe if there is an affidavit let that affidavit stand. If those who are implicated file anything in response then we will take it from there. But certainly I would have regard to the contents thereof and decide how I use it.

Ja – but certainly it is something that is important for the commission. It is just that at the moment it is a – it a time when we are wrapping up.

MS NGOYE: Yes Chairperson I understand.

CHAIRPERSON: Ja. You understand.

MS NGOYE: I do Chair.

CHAIRPERSON: Okay.

ADV SONI SC: Chairperson may I then suggest the following way forward?

10 **CHAIRPERSON**: Ja.

ADV SONI SC: That the secretariat would write to the attorney who wrote that letter indicating that their request that – or their contention that the commission does not have jurisdiction is as being ...

CHAIRPERSON: I think the secretary should simple write and say if they want any order from the Chairperson, this is not the – the way to approach the Chairperson for an order.

ADV SONI SC: Yes.

20 **CHAIRPERSON**: And if they need advice, they should take advice as to what they should do if they want an order but you do not write a letter and say I am asking for an order.

ADV SONI SC: Yes. Yes.

CHAIRPERSON: Ja.

ADV SONI SC: And then to invite them to respond to the application.

CHAIRPERSON: If they have been given a Rule 3.3 Notices that is good enough. They can choose whether they respond or not.

ADV SONI SC: As you please Chairperson.

CHAIRPERSON: Ja. So would this be the right time for the oath to be administered?

ADV SONI SC: Yes as you please Chairperson.

CHAIRPERSON: Ja. Please administer the oath.

REGISTRAR: Please state your full names for the record.

10 **MS NGOYE:** My names are Onica Martha Ngoye.

REGISTRAR: Do you have any objection to taking the prescribed oath?

MS NGOYE: I do not.

REGISTRAR: Do you consider the oath binding on your conscience?

MS NGOYE: I do.

REGISTRAR: Do you solemnly swear that the evidence you will give will be the truth; the whole truth and nothing but the truth; if so please raise your right hand and say, so help
20 me God.

MS NGOYE: So help me God.

CHAIRPERSON: Thank you.

ADV SONI SC: As you please Chairperson. Ms Ngoye after you heard the evidence of Mr Montana you filed an affidavit in response to some of the allegations that he

made against you.

MS NGOYE: That is correct Chair.

ADV SONI SC: Now some of the matters though were also addressed in your whistle-blower allegation – I mean in your whistle-blower affidavit.

MS NGOYE: That is correct Chair.

ADV SONI SC: Okay. I may refer to part of that affidavit in a moment but can I just for the time being look at the affidavit you have made in response to Mr Montana's
10 affidavit. May I ask you to look at Bundle E2 SS7OMN from page 793 to 832.

CHAIRPERSON: Why did they depart from the normal practice Mr Soni and put in red numbers only without black numbers this time? On mine, I have only got red numbers. Do you know – we used black numbers.

ADV SONI SC: Black numbers as well.

CHAIRPERSON: Do you know what happened?

ADV SONI SC: Chairperson it was raised in – in regard to a different matter where that matter were – that issue was
20 resolved. I had not noticed that it also appeared in this. Can I make the following suggestion Chairperson that I could get the – the processes to redo your affidavits with the black numbers as well?

CHAIRPERSON: Is your bundle – does it have both?

ADV SONI SC: No mine only has red numbers in.

CHAIRPERSON: No we – we can keep it as it is. It is just that it is good for consistency.

ADV SONI SC: No – yes.

CHAIRPERSON: Because all the time we say we use black numbers. So when somebody sees red numbers they do not know whether those can be used.

ADV SONI SC: Yes.

CHAIRPERSON: To say – or whether there is a mistake. So – but if it is the only numbers of course they would have
10 to use those. So maybe it is fine we can leave it like that because you will be using the red numbers as you lead the witness you know.

ADV SONI SC: Yes. Yes.

CHAIRPERSON: Ja it is just that I like consistency.

ADV SONI SC: Yes. No.

CHAIRPERSON: Ja okay all right.

ADV SONI SC: Now Ms Ngoye this affidavit is entitled Affidavit in Response to Allegations made by Mr Montana on the 21st and 22nd of April 2021, is that right?

20 **MS NGOYE:** That is correct Chair.

ADV SONI SC: It is your affidavit, is that correct?

MS NGOYE: It is my affidavit Chair.

ADV SONI SC: Can I ask you to please look at page 823 – oh sorry 822 and at the bottom of that page you will see the – a signature above the word deponent – whose signature is

that?

MS NGOYE: It is my signature Chair.

ADV SONI SC: Oh now do you confirm that what is contained in this affidavit is true and correct?

MS NGOYE: I do Chair.

ADV SONI SC: Now in this affidavit Ms Ngoye and I am just going to deal with it in general. You deal with a number of matters that you..

CHAIRPERSON: Do you ask me to admit it Mr Soni.

10 **ADV SONI SC:** Oh I am sorry Chair. May I ask that it be admitted as SS7.

CHAIRPERSON: SS7.

ADV SONI SC: SS7.

CHAIRPERSON: Okay. The affidavit of Onica Martha Ngoye which starts at page 793 will be admitted as Exhibit SS7. It does not have annexures or does it?

ADV SONI SC: It does Chairperson.

CHAIRPERSON: Okay. It will be so admitted together with its annexures. Okay.

20 **ADV SONI SC:** Now Ms Ngoye you deal in this affidavit with a number of issues but there are certain issues we would like to focus on and I am going to ask you questions which are dealt with in your affidavit but I am going to ask them so that you deal with them in a focussed manner when you are giving evidence today.

Now the one allegation that Mr Montana made was that you were in respect of the Swifambo tender you were a member of the bid adjudication committee that dealt with this tender. What is your response to that?

MS NGOYE: I do not agree with Mr Montana I was not a member of the bid adjudication committee that would have looked at this tender Chair. So I do not agree with it.

ADV SONI SC: What you are you saying is you dispute what he is saying?

10 **MS NGOYE:** Yes that is correct Chair.

ADV SONI SC: Now can I just ask you at a more general level were you a member of the bid adjudication committee at PRASA at any stage?

MS NGOYE: Chair I was a member of what is called a – the acronym is CTPC which stands for Corporate Tender Procurement Committee. So the acronym BAC or Bid Adjudication Committee at the time when I was a member of the CTPC was not a term that we used in relation to that committee.

20 **ADV SONI SC:** All right. And as regards...

CHAIRPERSON: Yes I am sorry. Its function would it have been the same as the function of Bid Adjudication Committee?

MS NGOYE: It would have more work to do than just adjudicating.

CHAIRPERSON: Adjudicating.

MS NGOYE: Yes Chair.

CHAIRPERSON: Okay. But its function would include adjudication.

MS NGOYE: It would include adjudication as well Chair.

CHAIRPERSON: Okay.

ADV SONI SC: So can I just ask again, in clarification there was the CTPC but there was no committee called the Bid Adjudication Committee – the CTPC – CTPC did the
10 work that a Bid Adjudication Committee regarding those.

MS NGOYE: That is correct Chair. The Bid Adjudication Committee or if I can Reference to a Bid Adjudication Committee cam in PRASA later on you know it was not – it was not used at the time. At least I was a member of the CTPC.

CHAIRPERSON: In terms of official documentation and policies is it used now – Bid Adjudication Committee.

MS NGOYE: Yes it is used now.

CHAIRPERSON: Term.

20 **MS NGOYE**: It is used now Chair. Yes.

CHAIRPERSON: Okay.

ADV SONI SC: But – but at the time you were a member of that committee it was called the CTPC?

MS NGOYE: That is correct Chair.

ADV SONI SC: All right. Now do you know whether – oh

sorry – at the time the Swifambo tender was being adjudicated and being processed through the procurement process at PRASA were you a member of the – of the CTPC?

MS NGOYE: No Chair I was not even a member of the CTPC at that time.

ADV SONI SC: Okay can you tell us when did you become a member and when were – and when did you leave being a member of the CTPC?

10 **MS NGOYE:** Chair I do not have the exact dates but I was appointed to the CTPC as a member in 2011 when I was still an executive in the office of the CEO at Intersite.

In August when I was appointed CEO at Intersite this was in 2011 I continued to serve in the CTPC. I do recall that one of my requests that I made was because the CTPC was sitting quite regularly it was a hindrance so to speak on me performing my role as the CEO of Intersite.

I made this specific request to say may I be released from the – the CTPC in light of the new responsibility that I
20 had and in fact that was done and once again Chair this is one of those you know evidences I would have liked to have produced but I do not have the letter because I am no longer you know at Intersite and having access to the documentation is quite difficult.

But I do know categorically that I was released from

the CTPC and that letter was given to me by a Mr Chris Mbatha which was also signed by Mr Montana that I be released. It was agreed that I be released from the CTPC.

CHAIRPERSON: And – and that was when?

MS NGOYE: This was in June I think it was around June because my last sitting at the CTPC at that time in 2012 was around June where we considered a whole lot of other matters. So that is the last meeting which I had and after that meeting I received a letter from Mr Mbatha that
10 indicates that I have been relieved from my duties.

ADV SONI SC: Now can I ask you because there is a document that suggests you were a member of CTPC at the time. In other words at the time the Swifambo contract was being dealt with.

Can I ask you to look at your whistle-blower affidavit and to turn to page 965.

CHAIRPERSON: Well we may as well admit the whistle-blower affidavit.

ADV SONI SC: As you please Chairperson yes.

20 **CHAIRPERSON:** Ja. So that when you refer to it.

ADV SONI SC: Yes.

CHAIRPERSON: Let us do that. Do you want to.

ADV SONI SC: Yes. Chairperson may I ask – well let me ask ..

CHAIRPERSON: Ja the formalities.

ADV SONI SC: Yes. Ms Ngoye will you turn to page 833 please. You see that is an affidavit which is entitled the affidavit of the Flight Whistle-blowers.

MS NGOYE: That is correct Chair.

ADV SONI SC: And it has your name.

MS NGOYE: Yes it does.

ADV SONI SC: All right. Is this your affidavit?

MS NGOYE: It is my affidavit Chair.

ADV SONI SC: All right. And that affidavit goes up – the
10 affidavit itself goes up to page 861, is that correct?

MS NGOYE: 861. That is correct Chair.

ADV SONI SC: You will see in the middle of the page there is the word deponent and there is a signature above that. Whose signature is that?

MS NGOYE: That is my signature Chair.

ADV SONI SC: Do you confirm that the contents of this affidavit are true and correct?

MS NGOYE: I do confirm it Chair.

ADV SONI SC: And that the annexures that are referred to
20 are annexures that are part of that affidavit?

MS NGOYE: That is correct Chair.

ADV SONI SC: So Chairperson may I then ask that this affidavit is admitted as SS7 as well from page 833 and it goes with the annexures up to page 1006.

CHAIRPERSON: The affidavit of Onica Martha Ngoye that

starts at page 833 will be admitted as an Exhibit together with its annexures and will be marked Exhibit SS8.

ADV SONI SC: As (mumbling).

CHAIRPERSON: Ja.

ADV SONI SC: Chairperson we already have a SS8 so this will remain SS7 but perhaps we should give this ...

CHAIRPERSON: 7.1

ADV SONI SC: 7.1 yes Chairperson.

CHAIRPERSON: Okay. So that affidavit will be marked as
10 Exhibit SS7.1.

ADV SONI SC: As you please Chairperson.

CHAIRPERSON: Okay.

ADV SONI SC: Now can I ask you to – please turn to page 965 Ms Ngoye.

MS NGOYE: I have got it Chair.

ADV SONI SC: The document – you might remember I mentioned a document which suggests you were there and this document stems from page 965 to 967, is that correct.

MS NGOYE: That is correct Chair.

20 **ADV SONI SC:** All right. Now can I ask you have you seen this document before?

MS NGOYE: I have seen this document before Chair.

ADV SONI SC: Will you tell the Chairperson what this document is?

MS NGOYE: Chair this document purports to be what is

referred to of – as minutes of a meeting of the Corporate Tender and Procurement Committee. It is referred to as an extraordinary meeting, which sat on the 11th of July 2012.

ADV SONI SC: Now this is the same committee that is the equivalent or was the equivalent of a BAC at the time?

MS NGOYE: I do not want to say equivalent Chair and I – and I am...

CHAIRPERSON: Ja because you said it was more.

MS NGOYE: Ja.

10 **CHAIRPERSON:** Ja.

MS NGOYE: I am ...

CHAIRPERSON: Ja but ...

MS NGOYE: I suppose for purposes of this.

CHAIRPERSON: It is the committee that you were talking about.

MS NGOYE: That is correct Chair.

CHAIRPERSON: Which was – which you were saying.

MS NGOYE: Yes.

20 **CHAIRPERSON:** Used to do a lot of things including adjudication.

MS NGOYE: Adjudication that is right Chair.

CHAIRPERSON: Ja.

ADV SONI SC: So – now if you look at page 967 this says that the – it is called a resolution minute of a meeting held on the 11th of July and it says:

“The Chairperson opened the meeting and welcomed everybody present.”

Now according to this minute or this record who was the chairperson of that meeting?

MS NGOYE: Mr Tiro Holele is the chairperson.

ADV SONI SC: Okay. And does your name appear on this?

MS NGOYE: It does appear Chair.

ADV SONI SC: Is your name the third one from the bottom
10 of that list?

MS NGOYE: That is correct Chair.

ADV SONI SC: Okay. Now can I just ask you if you could turn to page 966 that is the page before and you will see there it says:

“Signature/Chairperson”

Is it a signature on that – on – against the Chairperson’s name?

MS NGOYE: No Chair there is no signature on this document.

ADV SONI SC: And on the right hand block it is said there
20 is – there is a place for a date. Is the date fitted in?

MS NGOYE: No there is no reference to a date either Chair.

ADV SONI SC: Now what had – what do you make of this document?

MS NGOYE: Chair I could – my assessment of this document is that it is a made-up document. It is a fabricated document. It is not a document at least that would have been produced following a meeting of a CTPC. And I say this Chair because there is quite a number of meetings that I have attended – I know very well how these documents are then drafted in relation to meetings.

What happens at a meeting of a CTPC – what documents we get to sign as members of the CTPC when you enter? What I would have expected Chair is not just to receive a document that only itemises one aspect of the agenda as item 6. If you see there, Chair? It talks to item 6. It talks to resolution meeting. And clearly, it talks to the provision of diesel, electric locomotive.

CHAIRPERSON: Hang on. Are we on the same page?

MS NGOYE: Yes, it is on page 966, Chair.

ADV VAS SONI SC: It is the last...

CHAIRPERSON: I am on that page. I have been moving from 966 to 967. I have got Corporate Tender and Procurement Committee, CTPC.

MS NGOYE: Yes.

CHAIRPERSON: Item number 6. Oh, okay.

MS NGOYE: That is right, Chair.

CHAIRPERSON: And that is what – I was not sure where you were.

MS NGOYE: Oh, I see, Chair.

CHAIRPERSON: Where ...[intervenes]

MS NGOYE: Apologies.

CHAIRPERSON: Ja. So which would have been – that should be understood to be a reference to item 6 in the agenda of a particular – of that particular day?

MS NGOYE: Yes, Chair.

CHAIRPERSON: That they are talking about?

MS NGOYE: Yes, Chair.

10 **CHAIRPERSON:** Yes. And what you are saying is. If these were proper minutes of a meeting, it would not just deal with one item. They would deal with all the items that would have been discussed?

MS NGOYE: Yes, Chair.

CHAIRPERSON: Yes.

MS NGOYE: That is right.

CHAIRPERSON: That is one point?

MS NGOYE: That is one point, Chair.

CHAIRPERSON: Okay.

20 **MS NGOYE:** The other – the minute would also reflect the issues around declaration of interest.

CHAIRPERSON: Ja.

MS NGOYE: Because it is one document that we all signed before any matter was brought before.

CHAIRPERSON: Ja.

MS NGOYE: Or, you know, adjudication...

CHAIRPERSON: H'm, h'm. And when you have regard to the type of minutes that would be circulated in regard to meetings of that committee. When you were a member, is there any resemblance between how those minutes would be like and how this is like?

MS NGOYE: There is no resemblance, Chair.

CHAIRPERSON: H'm.

MS NGOYE: There is no resemblance.

10 **CHAIRPERSON**: H'm.

MS NGOYE: Because a minute would have everything in there.

CHAIRPERSON: H'm.

MS NGOYE: It would have, effectively, all the members. Yes, we do get stated for what members it would implicate.

CHAIRPERSON: Ja.

MS NGOYE: You know, declaration ...[intervenes]

CHAIRPERSON: Yes.

20 **MS NGOYE**: ...if there is any – anybody referring(?) And plus, it would then, you know, go whatever the matters were.

CHAIRPERSON: H'm.

MS NGOYE: You know, if – at least, if – there were certain things that were redacted, you know, that were not necessarily relevant to the committee that would have been

looked at on the day. Now, one looks at this document and only sees item number 6 on there but it is not the only thing, Chair, that concerns why(?) with this document.

CHAIRPERSON: Are there – is there any – oh, there is a part for apologies Thabelo Mansane. Okay, yes, continue.

MS NGOYE: Chair, I say that, perhaps if we look at 967 where the members of the committee are?

CHAIRPERSON: H'm?

MS NGOYE: If you see there – and I say this, Chair,
10 because there are quite a lot of anomalies that arise
...[intervenes]

CHAIRPERSON: In this document?

MS NGOYE: In this document.

CHAIRPERSON: Yes.

MS NGOYE: I am going to make reference, Chair, to a name on the document of Ntombeziningi Shezi, Chair.

CHAIRPERSON: I am looking at ...[intervenes]

MS NGOYE: It is right – it is the second last name, Chair.

CHAIRPERSON: Yes, yes, ja.

20 **MS NGOYE**: Now, it says member.

CHAIRPERSON: H'm?

MS NGOYE: And obviously against her initials.

CHAIRPERSON: H'm?

MS NGOYE: No, Chairperson, there is no way Ms Shezi would have been a member of the CTPC.

CHAIRPERSON: H'm, h'm.

MS NGOYE: Ms Shezi was the Chairperson of the BEC that looked at this tender.

CHAIRPERSON: And this – and BEC was ...[intervenes]

MS NGOYE: The BEC is the Bid Evaluation Committee.

CHAIRPERSON: Yes.

MS NGOYE: So that is a committee that sits ...[intervenes]

CHAIRPERSON: Who sits and votes?

10 **MS NGOYE**: Before.

CHAIRPERSON: Oh, before? Ja.

MS NGOYE: That is why.

CHAIRPERSON: Yes.

MS NGOYE: So there is no way ...[intervenes]

CHAIRPERSON: Disqualified ...[intervenes]

MS NGOYE: She cannot be heard ...[intervenes]

CHAIRPERSON: Yes.

MS NGOYE: ...because she cannot adjudicate.

20 **CHAIRPERSON**: And this – in terms of what one sees here. It is not just that she is attending by virtue of some other ...[intervenes]

MS NGOYE: That is it, Chair.

CHAIRPERSON: ...basis, observer, invitation. It says she was a member.

MS NGOYE: That is correct, Chair.

CHAIRPERSON: Yes.

MS NGOYE: Yes.

CHAIRPERSON: And you know for sure that she was not a member?

MS NGOYE: I do know that.

CHAIRPERSON: During the time that you were a member?

MS NGOYE: Yes. And because – I say that also because there is evidence also in this document.

10 **CHAIRPERSON:** Yes.

MS NGOYE: That indicate where she gives a report on the Bid Evaluation Committee.

CHAIRPERSON: Ja, ja.

MS NGOYE: Yes, Chair.

CHAIRPERSON: Yes. So you say that supports your suggestion that this is fabricated?

MS NGOYE: It is one of the things that I can ...[intervenes]

CHAIRPERSON: Ja.

20 **MS NGOYE:** It is quite a bit.

CHAIRPERSON: Ja.

MS NGOYE: But I suppose, you know, for purposes of ...[intervenes]

CHAIRPERSON: Well, I think you must ...[intervenes]

MS NGOYE: [Indistinct]

[Parties intervening each other – unclear]

CHAIRPERSON: I think you must deal with it.

MS NGOYE: Okay.

CHAIRPERSON: Say whatever you need to say because it is something serious that has been put up, you know. So... Yes, okay. That is the second point?

MS NGOYE: Yes, Chair.

CHAIRPERSON: Ja, okay.

MS NGOYE: Yes.

10 **ADV VAS SONI SC**: Chairperson, sorry. May I?

CHAIRPERSON: H'm?

ADV VAS SONI SC: I just want to refer Ms Ngoye to Ms Shezi, there is reference in the document. Can I just refer her to page 934?

CHAIRPERSON: 934?

ADV VAS SONI SC: 934.

CHAIRPERSON: H'm?

ADV VAS SONI SC: Do you see that, Ms Ngoye?

MS NGOYE: Yes, I do, Chair.

20 **CHAIRPERSON**: H'm.

ADV VAS SONI SC: And you will see in paragraph 3.1, it is said:

“The following are members of the Bid Evaluation Committee...”

Whose name appears first in that list?

MS NGOYE: Ntombeziningi Shezi, Chair.

ADV VAS SONI SC: And what position did she occupy?

MS NGOYE: It says Chairperson.

ADV VAS SONI SC: This is obviously of the Bid Adjudication Committee?

MS NGOYE: This is the Bid Evaluation Committee.

ADV VAS SONI SC: The Bid Evaluation Committee?

MS NGOYE: That is correct, Chair.

CHAIRPERSON: And you say that in terms of PRASA's
10 processes at the time, the Bid Evaluation Committee would deal with bids or tenders prior to the ...[intervenes]

MS NGOYE: CTPC.

CHAIRPERSON: ...CTPC Committee being seized with such bids?

MS NGOYE: That is correct, Chair.

CHAIRPERSON: So it was a lower body?

MS NGOYE: It is not necessarily lower ...[intervenes]

CHAIRPERSON: Ja, but ...[intervenes]

MS NGOYE: ...but in terms of ...[intervenes]

20 **CHAIRPERSON:** But it would deal with matters first?

MS NGOYE: That is it, Chair.

CHAIRPERSON: And this one comes after?

MS NGOYE: That is it, Chair.

CHAIRPERSON: Ja, okay, okay.

ADV VAS SONI SC: Now as Chairperson – are there any

other matters that you would wish to draw the Chairperson's attention to?

CHAIRPERSON: I am aware that you are far from your mic. So...

ADV VAS SONI SC: Sorry, Chairperson. Yes.

CHAIRPERSON: It seems to be problematic when you read the transcript.

ADV VAS SONI SC: Yes. I am sorry, Chair.

CHAIRPERSON: Ja. Yes.

10 **ADV VAS SONI SC:** Are there any other matters relating to that document that strike you as – suggesting that perhaps it is not a genuine bona fide document?

MS NGOYE: Chairperson, if you look at the current document we were just referring to, the one which is ...[intervenes]

CHAIRPERSON: At 934?

MS NGOYE: Yes, 934, Chairperson.

CHAIRPERSON: Ja? And that purports to be what?

20 **MS NGOYE:** The Bid Evaluation Committee documentation. Their report.

CHAIRPERSON: It is purports to be a report of the Bid Evaluation Committee?

MS NGOYE: Yes, Chair.

CHAIRPERSON: Okay, yes?

MS NGOYE: It is identified as such on 929.

CHAIRPERSON: Okay.

MS NGOYE: [Indistinct]

CHAIRPERSON: Okay.

MS NGOYE: And it is signed, Chair. It is signed by - you know, it has got signatures on there.

CHAIRPERSON: Oh, is it signed?

MS NGOYE: It is signed, Chair.

CHAIRPERSON: Okay alright.

MS NGOYE: Right.

10 **CHAIRPERSON**: Unlike the other one that ...[intervenes]

MS NGOYE: The other one ...[intervenes]

CHAIRPERSON: ...at 966 and 967. Okay?

MS NGOYE: Chair, if you look at the footer of that document.

CHAIRPERSON: H'm?

MS NGOYE: It talks to the Bid Evaluation report.

CHAIRPERSON: H'm?

MS NGOYE: It is dated 23rd of June 2012.

CHAIRPERSON: H'm?

20 **MS NGOYE**: I would like us, Chair, to go to the Bid Adjudication report what purports to be what is termed as the Bid Adjudication Report.

CHAIRPERSON: H'm?

MS NGOYE: Perhaps the counsel can help me in terms of the pages where ...[intervenes]

CHAIRPERSON: 948.

MS NGOYE: It is 948, Chair.

CHAIRPERSON: Ja.

MS NGOYE: I would like the Chairperson to look at the footer of the Bid Adjudication Report.

CHAIRPERSON: Yes?

MS NGOYE: It is referenced Bid Evaluation Report.

CHAIRPERSON: H'm?

MS NGOYE: It is dated 23rd of June 2012.

10 **CHAIRPERSON:** H'm?

MS NGOYE: Now this for me is another indication. We would never, Chairperson, in our committee ...[intervenes]

CHAIRPERSON: Ja.

MS NGOYE: ...just be as, you know, as negligent as this.

CHAIRPERSON: H'm.

MS NGOYE: And I say this because I have seen a number of the reports that we have done.

CHAIRPERSON: H'm, h'm.

20 **MS NGOYE:** We would not just fit and to just take a copy of the Bid Evaluation Committee and just impose the name Bid Adjudication on there or CTPC on there and move forward.

CHAIRPERSON: Now, at 934. It is a report of the Bid Evaluation Committee

MS NGOYE: That is right, Chair.

CHAIRPERSON: And it is dated 23 June 2012. At least, that is the date that appears at the bottom ...[intervenes]

MS NGOYE: That is correct, Chair.

CHAIRPERSON: ...at each page. And then you referred me to page 948 which is the start of the Bid Adjudication Report and you drew my attention to the fact that it bears the same date, namely 23 June 2012. But I see and I do not know whether you mentioned this but I see that it says Bid Evaluation Report as well.

10 **MS NGOYE**: It states Bid Evaluation Report at the bottom.

CHAIRPERSON: Ja.

MS NGOYE: The heading there. It says Bid Adjudication Report.

CHAIRPERSON: Yes.

MS NGOYE: Yes.

CHAIRPERSON: So what I am pointing out and I am saying, I am not sure, I do not know whether you might have already pointed that out to me, is that both the Bid Adjudication Report and the Bid Evaluation Committee
20 refer to the document, their respective documents as a Bid Evaluation Report.

MS NGOYE: That is correct, Chair.

CHAIRPERSON: Which I would expect to be different ...[intervenes]

MS NGOYE: That is correct, Chair.

CHAIRPERSON: ...when it comes to the adjudication report.

MS NGOYE: That is correct, Chair.

CHAIRPERSON: Ja.

MS NGOYE: And the bid – that report at the time would not have been titled.

CHAIRPERSON: Yes.

MS NGOYE: Bid Adjudication.

CHAIRPERSON: Ja.

10 **MS NGOYE:** It would have been titled the Corporate Tender, CTPC.

CHAIRPERSON: because at that time ...[intervenes]

MS NGOYE: It was the CTPC.

CHAIRPERSON: ...there was no – the term Bid Evaluation was not used ...[intervenes]

MS NGOYE: That is correct.

CHAIRPERSON: ...at PRASA.

MS NGOYE: That is correct.

20 **CHAIRPERSON:** Yes. And then the – so now, if one has regard to the two reports you have just referred us to and the document that purports to be minutes of the CTPC or the minutes of this CTPC meeting of 11 July 2012. I guess one of the points you are making or you have made is that at that time in 2012 there was no committee known as Bid Adjudication Committee?

MS NGOYE: Correct, Chair.

CHAIRPERSON: And therefore, you draw attention to the fact that this minutes, they could – this minutes, when they referred to the Corporate Tender and Procurement Committee, that is the correct term that was used at that time?

MS NGOYE: That is correct, Chair.

CHAIRPERSON: But you point out other features of the minutes which you say make it clear to you that this is
10 fabricated?

MS NGOYE: Yes, Chair. So, let me ...[intervenes]

CHAIRPERSON: But ...[intervenes]

MS NGOYE: Sorry, Chair.

CHAIRPERSON: ...what you are also – what becomes apparent is that the – based on what you are saying, you have a situation where a document, that is the Bid Adjudication Report, creates the impression that that was the term used in the company in June 2012?

MS NGOYE: That is correct, Chair.

20 **CHAIRPERSON**: And that is not true as far as you are concerned?

MS NGOYE: That is correct, Chair.

CHAIRPERSON: That is one. Two. You would also be saying. These two documents, namely the Bid Adjudication Report at 948 and the minutes of the CTPC would suggest

that at PRASA there was a Bid Evaluation Committee, CTPC and a Bid Adjudication Committee all at the same time?

MS NGOYE: That is correct, Chair.

CHAIRPERSON: Then that is not ...[intervenes]

MS NGOYE: No.

CHAIRPERSON: ...not true?

MS NGOYE: No.

CHAIRPERSON: Ja.

10 **MS NGOYE**: Ja.

CHAIRPERSON: If it were so, it would have mean that the Bid Adjudication Committee was doing part of the job that was done by the CTPC?

MS NGOYE: Yes.

CHAIRPERSON: But actually ...[intervenes]

MS NGOYE: Yes.

CHAIRPERSON: ...no committee was known ...[intervenes]

MS NGOYE: As the ...[intervenes]

20 **CHAIRPERSON**: ...by that time ...[intervenes]

MS NGOYE: ...as the Bid Adjudication Committee.

CHAIRPERSON: Ja.

MS NGOYE: Chair, also the anomaly is that the minute correctly reflects the name of the committee.

CHAIRPERSON: Yes.

MS NGOYE: But the report ...[intervenes]

CHAIRPERSON: Yes.

MS NGOYE: ...calls it a different committee.

CHAIRPERSON: Yes.

MS NGOYE: Now if anybody does not know or understand ...[intervenes]

CHAIRPERSON: Ja.

MS NGOYE: ...the environment within PRASA ...[intervenes]

10 **CHAIRPERSON:** Ja.

MS NGOYE: ...it would be very confusing to the members(?) ...[intervenes]

CHAIRPERSON: Yes.

MS NGOYE: So that is, you know, something that obviously would not have happened during our tenure because, if anything, consistency was very important ...[intervenes]

CHAIRPERSON: But you ...[intervenes]

MS NGOYE: ...to those documents.

20 **CHAIRPERSON:** Is the Bid Adjudication Report signed?

MS NGOYE: It is not signed, Chair. But also, Chair ...[intervenes]

CHAIRPERSON: Does it reflect who were supposed to be members of it?

MS NGOYE: The report ...[intervenes]

ADV VAS SONI SC: Chair.

CHAIRPERSON: H'm? Or does it not?

MS NGOYE: It does not reflect the members. The minute reflects the members. The report, also, Chair.

CHAIRPERSON: H'm?

MS NGOYE: If you go to 952 ...[intervenes]

CHAIRPERSON: Of what page?

MS NGOYE: Of SS-7, 952.

CHAIRPERSON: Ja?

10 **MS NGOYE:** If you look at 1, 2, 3 – fourth paragraph, Chair ...[intervenes]

CHAIRPERSON: H'm?

MS NGOYE: ...of this report ...[intervenes]

CHAIRPERSON: H'm?

MS NGOYE: ...of the Bid Adjudication Committee, it says: "On 12 July 2012, the Bid Adjudication Committee of PRASA..." And then it says in "(CTPC adjudicated)". Right?

CHAIRPERSON: H'm.

20 **MS NGOYE:** "And approved the recommendation..."

CHAIRPERSON: H'm.

MS NGOYE: Now if you go to the minute, Chair ...[intervenes]

CHAIRPERSON: Ja.

MS NGOYE: ...which is 965, you would see that the

meeting sat on the 11th of July.

CHAIRPERSON: Yes.

MS NGOYE: Now I do not know ...[intervenes]

CHAIRPERSON: A discrepancy.

MS NGOYE: Ja. I do not know when this committee sat.

CHAIRPERSON: Ja.

MS NGOYE: The meeting is on that date. It is critical. It is important.

CHAIRPERSON: Well, if the – the information is
10 contradictory.

MS NGOYE: It is contradictory, Chair.

CHAIRPERSON: Ja.

MS NGOYE: It is.

CHAIRPERSON: Yes.

MS NGOYE: So, Chair ...[intervenes]

CHAIRPERSON: The fact of the matter is. If the report was – if what is presented as the Bid Adjudication Committee Report, if it was prepared at that time, nobody would have talked about a Bid Adjudication Committee.

20 **MS NGOYE**: Nobody, Chair. Nobody.

CHAIRPERSON: Because if it did not exist, nobody would have called it that.

MS NGOYE: That is correct, Chair. I mean, we knew. We are members of the CTPC.

CHAIRPERSON: Yes.

MS NGOYE: I mean, all our invites ...[intervenes]

CHAIRPERSON: Ja.

MS NGOYE: We were invited to the CTPC meetings.
Never a Bid Adjudication meeting.

CHAIRPERSON: But, of course, something like this could
happen where the report is prepared at a time when there
is a Bid Adjudication Committee.

MS NGOYE: That is right. That is correct, Chair.

CHAIRPERSON: And somebody then forgets
10 ...[intervenes]

MS NGOYE: That is it.

CHAIRPERSON: ...that at time there was no Bid
Adjudication Committee.

MS NGOYE: Ja. And that is my submission, Chair.

CHAIRPERSON: Yes.

MS NGOYE: And it is a submission that I hold onto.

CHAIRPERSON: Ja.

MS NGOYE: Because it is very convenient that this has
happened. And Chair.

20 **CHAIRPERSON:** H'm?

MS NGOYE: I think what is also important is that if one
understands the processes within PRASA you would know
that when you look at the report of the Bid Evaluation
Committee, they do a lot of the work. They evaluate the
bids and tenders – or comprise issues and they will tell you

all of it. Now, there is no ways, Chair, that a bid or a CTPC committee, as a report. would have in it matters that were not considered at the BEC.

CHAIRPERSON: H'm, h'm.

MS NGOYE: This report does.

CHAIRPERSON: H'm.

MS NGOYE: It is a serious anomaly because the question that one asks is. Where did the CTPC get that information if the Bid Evaluation Committee did not discuss that
10 information in its own committee? Now these are the discrepancies that exist ...[intervenes]

CHAIRPERSON: The Bid Evaluation Committee?

MS NGOYE: The Bid Evaluation Committee.

CHAIRPERSON: Ja.

MS NGOYE: So the Bid Adjudication Committee Report has got more information.

CHAIRPERSON: Oh, oh, yes.

MS NGOYE: You see? So ...[intervenes]

CHAIRPERSON: Ja, the point you are making is. The Bid
20 Adjudication Committee insofar as the role he plays would happen after the Bid Evaluation Committee?

MS NGOYE: That is correct, Chair.

CHAIRPERSON: And it would base its decision on matters that were dealt with by the Bid Evaluation Committee?

MS NGOYE: That is correct, Chair.

CHAIRPERSON: But that is now when – that is for the period when there is a Bid Adjudication Committee. When the Bid Adjudication Committee was not there, what was there? Was the CTPC? And the CTPC would deal with matters that would have been dealt with by the Bid Evaluation Committee. Is that right?

MS NGOYE: Let me explain it, Mr Chair.

CHAIRPERSON: Or have I mixed it up?

MS NGOYE: I think so, Chair.

10 **CHAIRPERSON:** [laughs]

MS NGOYE: [laughs] The bid ...[intervenes]

CHAIRPERSON: You see, what I am trying to do is to make sure that no confusion is made ...[intervenes]

MS NGOYE: That is it. That is it.

CHAIRPERSON: ...between what then and what was not then.

MS NGOYE: It is important, Chair.

CHAIRPERSON: Because you are now saying. Where would the Bid Adjudication Committee have got the matters
20 from?

MS NGOYE: That is right.

CHAIRPERSON: But we know that on – based on what you are saying. You are saying there was no Bid Adjudication Committee at that time.

MS NGOYE: Yes, there was no Bid Adjudication

Committee. The Bid Evaluation Committee gives a report and says: This is what we looked at and these are the companies that we would have looked at. In this particular instance, the report speaks to the lease only of the locomotives and it speaks to the lease of the locomotives which are termed Euro 3000, I think.

This is what – the specification they would have dealt with or would have looked at. The Bid Adjudication Report goes further and talks to the sale of the
10 locomotives. One wonders, where did that come from? Because it did not appear in the Bid Evaluation Committee's report. There is absolutely no ways, Chair ...[intervenes]

CHAIRPERSON: Where it talks about the sale, what is the context?

MS NGOYE: They – there was a change.

CHAIRPERSON: At some stage?

MS NGOYE: At some stage ...[intervenes]

CHAIRPERSON: Or to ...[intervenes]

20 **MS NGOYE:** ...from lease in terms of the tender.

CHAIRPERSON: Yes.

MS NGOYE: From lease to sale.

CHAIRPERSON: Yes, okay. So the point you are making is that the fact that the – in the Bid Evaluation Committee there was no reference to a sale?

MS NGOYE: That is correct, Chair.

CHAIRPERSON: But only to a lease?

MS NGOYE: Yes.

CHAIRPERSON: It must mean that that is all that
...[intervenes]

MS NGOYE: The Bid Adjudication Committee would have
considered.

CHAIRPERSON: Would have to deal with.

MS NGOYE: Yes, Chair.

10 **CHAIRPERSON:** And maybe the issue of the sale came
later?

MS NGOYE: Ja.

CHAIRPERSON: H'm. But not ...[intervenes]

MS NGOYE: It did not feature, the bid ...[intervenes]

CHAIRPERSON: At that time?

MS NGOYE: Ja.

CHAIRPERSON: Ja.

MS NGOYE: H'm.

CHAIRPERSON: Okay.

20 **MS NGOYE:** So these are the discrepancies that are
there, Chair.

CHAIRPERSON: Yes.

MS NGOYE: And because one understands how these
thing work. And it is very unfortunate, Chair, that one finds
oneself in this position. And I would like to say, Chair,

because also at the time – remember when this issue was investigated at the time? This was during Popo Molefe's time. I mean, he gave evidence here to say there was a lot of mistrust amongst, you know, employees and so on.

And it is a pity because at the time that even his affidavit was drafted that understand of the differences of these committees in PRASA was clearly not there because we picked it up. Now when you read Dr Popo Molefe's affidavit, which was done, obviously, to the exclusion at
10 the time of the legal function.

And yes, even in there, reference is made to the Bid Adjudication Committee with our names in there but it confuses, you know, the issues in relation to the two committees.

CHAIRPERSON: So when did the Bid Adjudication Committee get introduced?

MS NGOYE: Within PRASA, Chair?

CHAIRPERSON: Within PRASA.

MS NGOYE: I do not know. It is probably after, you know,
20 anytime from 2013 because I think at the time of – I am thinking, even when did the Gibela Tender it was still 2012. So it – I think - I say that because Mr Holele was still the Chairperson of the CTPC at the time and he did the Gibela Tender. So it is probably 2013/2014, later on.

CHAIRPERSON: Okay.

MS NGOYE: That, you know, action was introduced to ...[intervenes]

CHAIRPERSON: Ja.

MS NGOYE: Ja.

CHAIRPERSON: Okay.

MS NGOYE: So having said that, Chair.

CHAIRPERSON: Yes?

MS NGOYE: I mean, I have looked at this report. I have smashed it. I had to ...[intervenes]

10 **CHAIRPERSON**: Ja.

MS NGOYE: ...because of the allegations that have been made and I am adamant, Chair ...[intervenes]

CHAIRPERSON: Ja.

MS NGOYE: ...that I do not know anything about that entry(?) And I also say so, Chair, because at the time that the whole investigations were done, as part of my evidence Chair, which I give in my – and I do not know if counsel will go to it, where the CDO at the time, Mr Nathi Khena sent notices to us to say – this was in 2015 just after
20 Mr Montana had left, to say: There is this issue. Can we explain ourselves as members of this committee around having sat and adjudicated this committee?

Now all of that were identified as members of the committee, we got together and we were puzzled as to what is this that we have been asked because not a single

one of us could remember having said that... Now we then wrote a letter, a memo, to Mr Nathi Khena, where we said to him: Can we have not have a parallel process where these matters are being investigated? Can we avoid the outcome of the investigation? So that we are able to deal with this issue around the BEC

Because Chair, it is actually very difficult for one to imagine that you would forget having sat in a meeting that have to consider a tender of that nature(?). It is huge.
10 So, you know, we were very confused and we did not know what was being spoken of.

And the unfortunate part is that the investigating team, at the time, did not come back to us to quiz us on the veracity of the documentation or the validity of the documentation they had before them. They just proceeded with the affidavit.

CHAIRPERSON: So are you saying that at that time already there seemed to either be an allegation or suspicion that you had sat ...[intervenes]

20 **MS NGOYE:** Yes.

CHAIRPERSON: ...in a Bid Adjudication Committee ...[intervenes]

MS NGOYE: A bid – yes.

CHAIRPERSON: ...or in the CTPC?

MS NGOYE: Yes.

CHAIRPERSON: What term was used by ...[intervenes]

MS NGOYE: It was the Bid Adjudication Committee.

CHAIRPERSON: Ja.

MS NGOYE: And I say this – I remember distinctly, Chair.

CHAIRPERSON: Yes.

MS NGOYE: Because at the time there were a whole lot of newspaper reports that were doing, obviously, articles on what was transpiring at PRASA. And Mr Montana had always indicated that: Why is it that not the BAC is looked
10 at? Why do you not ask what the role of the BAC was? Why are members of the BAC not quizzed on this particular issue? So, you know, it started way back then.

CHAIRPERSON: Okay.

MS NGOYE: Yes.

CHAIRPERSON: Okay, okay.

ADV VAS SONI SC: Mr Ngoye, you say you approached Mr Nathi Khena?

MS NGOYE: Yes.

ADV VAS SONI SC: May I ask you to, please, look at
20 page 824, which is annexure – and the first annexure to your affidavit in response to Mr Montana? Is this the letter that you are talking about that you and the other members of the CTPC wrote to him?

MS NGOYE: That is correct, Chair. This is a joint letter that we had written to Mr Nathi Khena because he also

asked us to, you know, explain ourselves, I suppose, in short. And we looked at this and we said: Please, allow the investigations to proceed ...[intervenes]

CHAIRPERSON: You want to just read it into the record, please?

MS NGOYE: Okay. It is addressed to Mr Nathi Khena, acting Group CEO, PRASA House, Hatfield:

“Dear, Mr Khena

Your respective letters to members of the Corporate
10 Tender and Procurement Committee (CTPC) dated 1
December 2015 received on 1st December 2015 -
Swifambo has reference.”

The CTPC responds as follows:

“The contents of the letters are vague and do not refer to the work of the adjudication committee, CTPC, but rather to the issues that were dealt with by the bid evaluation committee.”

I think that is, if I recall, Mr Chairman had asked this about, you know, the bid evaluation committee in his letter.

20 We then say paragraph 1.1, which is page 43:

“Referred to in your letter is more in respect of the accounting misstatement of plant, property and equipment and accordingly irrelevant to the work of the CTPC. Further, the Swifambo matter is the subject of a forensic investigation and is also

before court. We request that any further engagement on the matter be confined to the forensic investigation in order to avoid duplication and parallel processes, regards...”

It is signed by Tiro Holele, who was the Chairperson of the CTPC, Maisha Bobapi was a member of the CTPC, myself, Mr Chris Mbatha, who was the Chief Procurement Officer at the time, Mr Siphwe Mathobela, who was a member of the CTPC, Ms Jerita Motshologane who was said to be the
10 member of the CTPC, Chair, her name was reflected on there and we have dated it the 7/12/2015. We have cc'd Rashid Zaman(?), who was the internal auditor at the time because I think he was – if I recall, he was the one that was asked to investigate also on the [indistinct – dropping voice]

CHAIRPERSON: Well, I see that in the first bullet point you, the CTPC, also used adjudication, the term adjudication committee.

MS NGOYE: Yes, Chair.

20 **CHAIRPERSON:** Why is that?

MS NGOYE: Remember, Chair, part of the work of the CTPC would adjudicate tenders as well. So I guess also at the time, you know, this is 2015, remember these terms at the time are used interchangeably but that is, I guess – and also, it could have been in reference, just that I cannot

remember where Mr Nathi [indistinct] letter is, it could have been in reference to what he had quoted in the ...[intervenes]

CHAIRPERSON: Well, earlier on, the first paragraph, first line you do use ...[intervenes]

MS NGOYE: CTPC.

CHAIRPERSON: CTPC.

MS NGOYE: Yes.

CHAIRPERSON: Ja.

10 **MS NGOYE:** Yes.

CHAIRPERSON: Okay, alright.

MS NGOYE: Ja.

ADV VAS SONI SC: Ms Ngoye, just a couple of points relating to this letter. I would like you to look at that letter – well, keep your finger on that letter and then turn to page 967. Now the reason I asked you to look at 967 is because the names on the resolution minute, which is 967, are more than the names of the people mentioned in that letter. Now the question I want to ask you is, where all the people
20 mentioned in 967 members of the CTPC?

CHAIRPERSON: Apart from Ms Shezi?

ADV VAS SONI SC: Apart from Ms Shezi, yes.

MS NGOYE: Yes, except Ms Jerita Motshologane. Ms Jerita Motshologane, Chairperson, becomes a member of the CTPC after I leave.

CHAIRPERSON: He replaced you?

MS NGOYE: She replaced me.

CHAIRPERSON: She replaced – oh, it is a she.

MS NGOYE: Yes, she replaces me, so – and here she appears.

CHAIRPERSON: So you are saying in other words you could not both have been in the same meeting?

MS NGOYE: We were not, Chair.

CHAIRPERSON: Ja.

10 **MS NGOYE:** And I looked at the – you will see the next page, Chair, it is ...[intervenes]

CHAIRPERSON: I am sorry, which one is the..?

MS NGOYE: Ms Jerita Motshologane is one, two, three, four.

CHAIRPERSON: Oh yes, okay. Yes.

MS NGOYE: The fourth name.

CHAIRPERSON: Yes.

MS NGOYE: She is part of this letter to Mr Gena(?) because she also identified at the time. She also received
20 a letter from Mr Gena to say you are a member of the CTPC, explain yourself.

CHAIRPERSON: So you say that the letter from Mr Gena was also addressed to her?

MS NGOYE: Yes.

CHAIRPERSON: As if – oh, it was correct to be – it was correct to include her in 2015 because she was in a member in 2015?

MS NGOYE: I do not know if she was a member still in 2015, Chair, because remember these things happened in ...[intervenes]

CHAIRPERSON: Oh, but she replaced you, ja.

MS NGOYE: They happened then.

CHAIRPERSON: Yes but at some stage after she was a
10 member.

MS NGOYE: That is correct, Chair.

CHAIRPERSON: Ja.

MS NGOYE: That is what I am and I suppose Mr Gela had reference to this document.

CHAIRPERSON: Yes.

MS NGOYE: Which had all our names in there because if you see, it is Mr Holele, Mr Holele is there, Mr Maisha Bobapi, Mr Maisha Bobapi's name is there, it is the fifth name.

20 **CHAIRPERSON:** Ja.

MS NGOYE: Then it is my name which is immediately after Mr Maisha Bobapi. Then Mr Chris Mbatha who is – was not a member, the Chief Procurement Officer, so he was responsible for CSM at the time. And then you have Siphwe Mathobela who is also in this minute, the third line

is Siphiwe Mathobela. So we are the people – these names here are the names that received letters from Mr Nathi Gema and I suppose one could say perhaps if Ms Shezi was there should probably would have received the letter but she had left PRASA already at the time.

CHAIRPERSON: Okay, okay.

MS NGOYE: Yes.

CHAIRPERSON: So the point you are adding now is that Ms Jerita ...[intervenes]

10 **MS NGOYE:** Motshologane.

CHAIRPERSON: Motshologane.

MS NGOYE: Yes.

CHAIRPERSON: Could not have been in the same meeting of the CTPC with you because when you were a member she was not a member.

MS NGOYE: That is correct, Chair.

CHAIRPERSON: And it was only after you had left that she joined.

MS NGOYE: That is correct, Chair.

20 **CHAIRPERSON:** So there was no way that the two of you could have been part of the same meeting in this committee.

MS NGOYE: We were not, Chair.

CHAIRPERSON: Ja.

MS NGOYE: Yes.

CHAIRPERSON: Do you recall whether there is a specified number of members of this committee to say it would be five or should be ...[intervenes]

MS NGOYE: I do not remember, Chair.

CHAIRPERSON: You do not remember, okay.

MS NGOYE: No, I do not remember.

CHAIRPERSON: Okay, no, that is alright. Okay. Did you complete the points you wanted to make in regard to this, these minutes that strike you as strange or support your
10 contention that ...[intervenes]

MS NGOYE: Yes, Chair.

CHAIRPERSON: It is support document.

MS NGOYE: Yes, in my – and I am not – and I am saying that with conviction.

CHAIRPERSON: Ja.

MS NGOYE: Because this would not have been the first document within PRASA.

CHAIRPERSON: Yes.

MS NGOYE: There is – you know, the Public Protector
20 herself way back in 2014/'15 says you cannot rely on the validity of PRASA's documents. I gave evidence here on the Siyangena matter and told the Chairperson about a guarantee that surfaced of 800 million that was signed by Mr Montana and when we looked for that document, nobody could find it in the organisation. So when one comes across

documents of this nature and documents that are so clumsy, Chair, you know - you know, one must really say, I mean, place me – if you can place me in the meeting and give me the documents that show that really I was in the meeting, give me the declaration of authority that I would have signed, declaration of interest that I would have signed. Give me the register that I would signed. Those documents are supposed to be there, Chairperson, why is that it is – because if you want to show that I was there, you would
10 have those documents.

CHAIRPERSON: Are you suggesting that the reason why the minutes reflect one item in the agenda is that it is being prepared without the benefit of the actual agenda that would have been before meeting because if that agenda was there then whoever prepared this would include all the items.

MS NGOYE: Yes, Chair. That is my submission.

CHAIRPERSON: Because it is strange to say these are minutes of a meeting and have item 6.

MS NGOYE: Ja.

20 **CHAIRPERSON:** You know, sometimes a meeting has got one item.

MS NGOYE: Yes.

CHAIRPERSON: But that obviously cannot be item 6.

MS NGOYE: Yes, Chair.

CHAIRPERSON: If it is a one item.

MS NGOYE: Yes.

ADV VAS SONI SC: May I ask a follow-up question to that, Chairperson?

CHAIRPERSON: Ja.

ADV VAS SONI SC: Ms Ngoye, as I understand your evidence and what Mr ...[intervenes]

CHAIRPERSON: Well, I am sorry, I am sorry to interrupt you. Well, I hope that somebody will explain this even if it is in an affidavit because – I do not know, you might remember, 10 Mr Soni, even though you were not the evidence leader, in the aviation work stream that Adv Kate Hofmeyr was leading, one of the - or two witnesses said that a certain agreement was concluded and signed in 2019 and it bore that date of 2019 and the investigations done by the work stream revealed that that document could not have been signed in 2019. No, no, no – no, the witnesses concerned were saying that agreement was signed in 2015 and the investigation of the work stream suggested that it could not have been signed in 2015, it must have been signed in 2019 and one of 20 the things that betrayed the witnesses was that the terminology used in the agreement was terminology that only came up in legislation in 2018. In 2015 there was no such body, you know, the Legal Practice Council.

ADV VAS SONI SC: Yes.

CHAIRPERSON: So if the agreement was signed in 2015 it

could not have referred to a Legal Practice Council.

ADV VAS SONI SC: Yes.

CHAIRPERSON: Because Legal Practice Council only came into being after legislation in 2018.

ADV VAS SONI SC: '18, yes.

CHAIRPERSON: So...

ADV VAS SONI SC: It is similar to...

CHAIRPERSON: So I am hoping that somebody will explain because on what he is putting, it could be that
10 situation.

ADV VAS SONI SC: Yes.

CHAIRPERSON: If her evidence is true.

ADV VAS SONI SC: Yes.

CHAIRPERSON: Yes, continue?

ADV VAS SONI SC: Ms Ngoye, as I understand your evidence, again just to make a point that the Chairperson raised about only one item on the agenda. As I understand your evidence and reading it with this letter that is at page 824, you were saying that there was not such a meeting.
20 Forget there being a meeting with the different agenda, there was no such meeting as I understand your evidence, certainly as far as you are concerned.

MS NGOYE: That is correct, Chair. I did not attend that meeting, there was no such meeting.

ADV VAS SONI SC: Yes – well, I mean, you go beyond –

no, no, no, there is a difference. You see, I am saying you were saying you did not attend a meeting on the 11 July.

MS NGOYE: Okay, yes.

ADV VAS SONI SC: Right. But this letter that I have just referred to, which is letter you produced and signed, says nobody was part of that meeting.

MS NGOYE: That is correct, Chair.

ADV VAS SONI SC: Now what I am saying then is in relation to what the Chairperson asked, is not only is there
10 a problem that only one item in the minutes exist, it goes further, there was no meeting.

MS NGOYE: Yes, Chair.

CHAIRPERSON: Yes, all of the points you have been making, I directed at showing that ...[intervenes]

MS NGOYE: There was not.

CHAIRPERSON: ...any suggest that there was a meeting because the minutes, the existence of a document saying minutes suggests that there was a meeting.

MS NGOYE: Yes.

20 **CHAIRPERSON:** So you are saying that all the points you are bringing up show that there was no meeting.

MS NGOYE: Yes, Chair.

CHAIRPERSON: And the suggestion that there was a meeting is a fabrication.

MS NGOYE: That is correct, Chair.

CHAIRPERSON: That is what you are saying.

MS NGOYE: That is correct, Chair.

ADV VAS SONI SC: Now can I then just refer you to a few more points? I think you have made the point at page 949, there is no signature there. You have made that point already where the Chairperson of the BAC, as you say that is a new – that was not the terminology used at that time but there is no signature of the Chairperson.

MS NGOYE: That is correct, Chair.

10 **ADV VAS SONI SC:** Then if you look at page 961 which also requires or has a place for the Chairperson of what is again called the Bid Adjudication Committee and is correctly named Mr Holele, there is no signature there as well.

MS NGOYE: 961?

ADV VAS SONI SC: 961, right at the bottom on the left hand side.

MS NGOYE: Oh, it is there. Yes, that is correct, Chair. There is no signature on there.

20 **ADV VAS SONI SC:** The point I want to then make is you have already referred to the fact that the resolution too is neither signed by the Chairperson nor is it dated, that is the one at page 966.

MS NGOYE: That is correct, Chair.

ADV VAS SONI SC: Now just overall I want to ask you,

when did the CTPC, the BAC, whatever one wants to call it, meets and the sessions are taken, one would expect that they would be signed and so on.

MS NGOYE: That is correct, Chair.

ADV VAS SONI SC: What happens though to those minutes, resolutions. Where do they go to?

MS NGOYE: The minutes and the resolution of the committees, the various corporate tender – the various committees, would be kept within the SCM environment
10 because they are the custodians of the documentation that relate – the secretariat in fact is somebody that comes from the supply chain department, so they would be the record keepers of all the documentation, the minutes, the signed minutes and the recordings of the meetings that emanate from all these meetings, Chair.

ADV VAS SONI SC: No, no, no, I am asking a different question.

MS NGOYE: Okay, I am not understanding.

ADV VAS SONI SC: You – the BEC plays a particular
20 role. As I understand its role, it looks at the technical requirements of each of the bids and decides or says they have been complied with or not complied with, is that correct?

MS NGOYE: That is correct, Chair.

ADV VAS SONI SC: That matter then – the next step is

for that report of the BEC together with the earlier reports come to the CTPC or the BAC.

MS NGOYE: That is correct, Chair.

ADV VAS SONI SC: From the BAC, to whom does the BAC's report go?

MS NGOYE: The BAC report, Chair, would go to the Group CEO. It would go to the Group CEO because the BAC does not write a report to the board. So it goes to the Group CEO.

10 **ADV VAS SONI SC:** And then from the Group CEO what happens to that report?

MS NGOYE: That report would then – a report would then be submitted to a committee of the board which is called the FCIT which is the Finance, Capital and Investment Procurement Committee of the board which considers procurement matters. So it too would get a report which would come – obviously every document, Chair, that goes to the board, it is the Group CEO that reports to the board, in terms of corporate governance and these reports come
20 from him. So they would consider that report, obviously the Group CEO would be assisted by the Chief Procurement Officer, you know, who both puts it in the FCIP, which the that subcommittee of the board.

ADV VAS SONI SC: And from there does everything go to the board or does – everything. So on – sorry, I see your

shake your ...[intervenes]

MS NGOYE: It would, Chair, obviously the – all the committees make recommendations, nobody approves. The approval is the responsibility of the board. So if the FCIP is happy with a particular submission and obviously they would ask questions themselves and then a report would obviously be submitted to the board from the person of the FCIP. He would say we, as the committee, recommend that the board approves this particular tender.

10 **ADV VAS SONI SC:** It is these ...[intervenes]

CHAIRPERSON: Obviously, if it is tender that falls within the delegated authority of the Group CEO then he would then approve.

MS NGOYE: That is right, Chair.

CHAIRPERSON: Ja.

MS NGOYE: This is 3.5 billion so it would have ...[intervenes]

CHAIRPERSON: Okay.

20 **ADV VAS SONI SC:** So the issue then is that the fact that these minutes, resolutions and so on were neither signed nor dated ought to have been picked up by the FCIP at one – the Group CEO for one and the FCIP for the other.

MS NGOYE: Well, you see, Chair, I do not think that the report – and I stand to be corrected, that goes to the board has all these attachments, it would just really be this is

what was reported at the CTPC and recommended, you know, so all these other documentation would not necessarily – so the board would not have seen these other documents, the minutes and so on.

CHAIRPERSON: Obviously if it wants more documents it can ask.

MS NGOYE: It would ask, sure.

CHAIRPERSON: Ja.

ADV VAS SONI SC: But the FCIP would.

10 **MS NGOYE:** I have not sat at the FCIP, Chair, so it is very difficult for me to know what kind of information they would asked for.

ADV VAS SONI SC: Now that deals with the question of your participation and your answer to Mr Montana is I did not participate in the CTPC meeting of the 11 June – I mean 11 July 2016, I was not a member. Now what is your answer to his allegation that you did not even make disclosure?

MS NGOYE: I did not make disclosure?

20 **CHAIRPERSON:** Is that in regard to the same issue?

ADV VAS SONI SC: Yes, you did not make disclosure to the fact that you were a member of the BEC.

CHAIRPERSON: Does it not fall away if she was not part of it?

MS NGOYE: Ja, Chair, I mean, how do I make disclosure

when I was not a member of the PC.

CHAIRPERSON: Ja because you are not hiding anything.

MS NGOYE: I am not hiding anything. But, Chair, also having said that, I think it is imperative for me to also highlight that that is also not true because when the committee ...[intervenes]

CHAIRPERSON: What is not true?

MS NGOYE: The fact that it was not highlighted to the Commission, the fact of the BAC asking members of the
10 BAC and I say this, Chair, because at the time that the investigations were done by the Commission and we were asked for documentation and so on, we submitted all these documents to the BEC – I mean to the Commission, including, you know, the pleadings and everything relating to Swifambo and to Siyangena, all of that was submitted and in there was Mr Popo Molefe's affidavit which contained the fact that Martha Nyogyo, Tiro Holele were members of the BEC. So there was no hiding of this, at least on my part because if I had any intention to hide, I
20 would not have submitted those documents to the Commission because they had made reference to my name and – so that was done. But also, for me, you know, Chair, I was not a member of the committee, the meeting did not fit and also, you know, I guess ...[intervenes]

CHAIRPERSON: Because I think the allegation of

nondisclosure is based on saying you see, you criticise other people about this contract but you sit in a meeting as part of that committee.

MS NGOYE: Ja.

CHAIRPERSON: So the moment you say well, I never sat there, there was no such meeting, it falls away, ja. It falls – the whole thing about disclosure falls away.

MS NGOYE: Ja.

CHAIRPERSON: Of course, it would arise again if
10 somebody came up with convincing evidence.

MS NGOYE: Sure.

CHAIRPERSON: That actually you were ...[intervenes]

MS NGOYE: I did not, that is correct, Chair.

ADV VAS SONI SC: Now Mr Montana also says that you had a member of the BAC that adjudicated the Siyangena tender. I specifically asked him that – well, just give your answer, Ms...?

MS NGOYE: No, Chair.

ADV VAS SONI SC: You were not?

20 **MS NGOYE:** I was not.

ADV VAS SONI SC: Okay. Now can I just ...[intervenes]

CHAIRPERSON: Which body was that now?

ADV VAS SONI SC: Sorry, Chair?

CHAIRPERSON: Which body was that?

ADV VAS SONI SC: The BAC, so ...[intervenes]

CHAIRPERSON: The BAC?

ADV VAS SONI SC: The BAC, the Bid Adjudication Committee.

CHAIRPERSON: Ja.

ADV VAS SONI SC: So you will recall, Mr Chairperson, when Mr Montana gave evidence he concentrated on the Swifambo and named Ms Holele and – sorry, Ms Ngoye and Mr Holele.

CHAIRPERSON: Ja.

10 **ADV VAS SONI SC:** And then later on he also alleged at a different time, though, that Ms Ngoye was a member of the BAC.

CHAIRPERSON: Okay.

ADV VAS SONI SC: So I am just trying to ...[intervenes]

CHAIRPERSON: Yes, to cover.

ADV VAS SONI SC: Yes.

CHAIRPERSON: So you were never a member of the BAC?

MS NGOYE: Of Siyangena?

20 **ADV VAS SONI SC:** Yes.

MS NGOYE: No, Chair, I was never.

CHAIRPERSON: Ja, okay.

ADV VAS SONI SC: And you were the person who signed the – or who deposed to the affidavit or certainly the second affidavit setting aside the Siyangena contract.

MS NGOYE: That is correct, Chair, I deposed to that affidavit.

ADV VAS SONI SC: Would you have deposed to that affidavit had you sat on the BAC?

MS NGOYE: No, Chair, I mean, it is a contradiction in turn, I mean, how would I do that? I would not have.

ADV VAS SONI SC: Well, it would have been in conflict.

MS NGOYE: It would be in conflict, yes, Chair, I mean...

ADV VAS SONI SC: Alright. Now there is a last issue
10 that I want to raise with you. Mr Montana says that he disciplined you because you authorised the payment of some R58 million to South Africa Fence and Gate.

MS NGOYE: Yes, Chair.

ADV VAS SONI SC: Now you deal with that in your whistle blower affidavit at page 845.

CHAIRPERSON: Why did she deal with that in that affidavit instead of the affidavit that responds to Mr Montana?

ADV VAS SONI SC: Yes. Chairperson, what had
20 happened was ...[intervenues]

CHAIRPERSON: Because remember, we are trying to keep the whistle blower affidavit aside in the sense that her oral evidence relates only to her response to Mr Montana.

ADV VAS SONI SC: Mr Montana.

CHAIRPERSON: Or does she deal with it in the other affidavit as well?

ADV VAS SONI SC: Not directly, Chairperson.

CHAIRPERSON: Oh. Of course, if she is able to respond, even if she did not deal with it in affidavit.

ADV VAS SONI SC: Yes.

CHAIRPERSON: But that has got nothing to do with new material, that part, it relates – it is a response to what Mr Montana said.

10 **ADV VAS SONI SC:** Yes.

CHAIRPERSON: It just happens to be in the whistleblower affidavit.

ADV VAS SONI SC: Yes because it was deposed to before the affidavit in regard to Mr Montana.

CHAIRPERSON: Ja, okay.

ADV VAS SONI SC: But I just want to deal with that very briefly because Ms Ngoye says that the allegation that Mr Montana made is incorrect, that she did not authorise payment. I just want to place on record what was her role
20 in regard to the SA Fence case.

CHAIRPERSON: Ja.

MS NGOYE: Chair, maybe we should step back a bit.

CHAIRPERSON: Yes.

MS NGOYE: Council says Mr Montana says he disciplined me for that.

CHAIRPERSON: Ja, that is ...[intervenes]

MS NGOYE: That is not true.

CHAIRPERSON: H'm.

MS NGOYE: I mean I have presented evidence to this Commission also, and have given this Commission you know my dismissal letter at the time, my suspension letter at the time. The issue of SA Fence and Gate never arose in any of the two, it never did.

CHAIRPERSON: H'm.

10 **MS NGOYE:** So to say he disciplined me is not correct, because he was not there.

CHAIRPERSON: So there is no record of that, there will be nothing ...[intervenes]

MS NGOYE: No, this whole issue of SA Fence Gate and so on, comes out after Mr Montana has left PRASA, after he left, and maybe then comes out, because it becomes an issue that I see for the first time, you know, it is – or asked for the first time by Mr Zamxaka when he was the acting CEO, when I dealt with the matter at the time of Mr
20 Montana it never came up as an issue that he wanted to discipline me for.

ADV VAS SONI SC: But, Ms Ngoye maybe I misrepresented what Mr Montana says.

MS NGOYE: Okay.

ADV VAS SONI SC: As I understood Mr Montana's

evidence is, he says that he wanted to charge you in respect of the SA Fence and Gate matter, that is as I understood his evidence.

MS NGOYE: No, Chair, I do not know, I cannot speak to that because...[intervene]

ADV VAS SONI SC: Was that not in the charge sheet that was - that he formulated against you?

MS NGOYE: There was a charge sheet I received, Chair right - and once again this was after Mr Montana left, you
10 know, so to say he is the one that - I do not know, Chair you know.

CHAIRPERSON: Let us just deal with this thing, in a different way. For the benefit of the public, and everybody can just first say, what this...[intervene]

MS NGOYE: R58million.

CHAIRPERSON: What this transaction was about, this is what it was about, this is the year in which it was awarded this contract, this was my role in it and then we come to what Mr Montana says.

20 **MS NGOYE:** Okay, I am happy to do that, Chair.

CHAIRPERSON: Ja, just do that.

MS NGOYE: In December 2014, I was the acting Group at PRASA at the time.

CHAIRPERSON: That is when he was on leave.

MS NGOYE: That he was on leave - a submission came to

my office, once again, it came from, it purported to come from the corporate tender, CTPC Committee.

CHAIRPERSON: CTPC?

MS NGOYE: CTPC.

CHAIRPERSON: Ja.

MS NGOYE: It was brought to my office by the Group CEO, oh no the CEO, not the group CEO, the CEO of the technical division of PRASA Mr Saki Zamxaka.

CHAIRPERSON: Just give a spelling for...[intervene]

10 **MS NGOYE:** Saki Zamxaka.

CHAIRPERSON: Ja.

MS NGOYE: It is Z-a-m-x-a-k-a, this submission is brought to my office, right for approval. It is a submission that only speaks to a particular transaction that happened of us procuring lights for our depots, right and that the - in the submission itself, what was contained was the fact that, you know, even though this was done, without due process, the person that had done this particular submission or that had created this – what can I call it, a
20 misconduct from PRASA in relation to this tender, had been disciplined and had been fired.

So the 58million here...[intervene]

CHAIRPERSON: That is the person who was responsible for non-compliance...[intervene]

MS NGOYE: That is it.

CHAIRPERSON: ...with processes.

MS NGOYE: That is it, that one. Mr Palelo, his name was Mr Palelo I think, yes. He was disciplined, this is the report. I do have copies of the report and I think I did provide them.

CHAIRPERSON: This contract had been given to whom?

MS NGOYE: This was a contract that was given to SA Fence and Gate, a company called...[intervene]

CHAIRPERSON: SA Fence and Gate?

10 **MS NGOYE:** Fence and Gate.

CHAIRPERSON: Okay, alright.

MS NGOYE: Yes.

CHAIRPERSON: That is to put up lights, install lights?

MS NGOYE: No - what I understood was that before this particular submission SA Fence and Gate had one tender, right. I cannot remember the values thereof but it was tender that was obviously within the purview of the Board and that tender did not include the lights, right. But now when that submission comes to me it is not a submission
20 that even makes reference to say it is part of the SA Fence and Gate tender, it does not say that. It says we procured lights, right to the value of 58million.

CHAIRPERSON: That is now Mr Zamxaka speaking in a document to you?

MS NGOYE: Yes, this is what the document says, we

procured lights to this value, R33million, right.

CHAIRPERSON: How much?

MS NGOYE: R33million of the amount of the light has already been paid by Mr Palelo Leballo, I think his name is - I can check, check the correct and that we have dealt with Mr Palelo, disciplined, he has been terminated, and so on. What was brought to me was said R24million of that particular transaction was committed, this is for the lights, right, and therefore, they were seeking to obtain
10 condonation of this process.

Remember, they dealt with the disciplinary processes, which is what would have been required Chair, in relation to condonation before it ultimately goes to the Board. So they look at this thing and they say to me, in the submission, they say to me, this is what we are seeking. It has gone to the Corporate Tender Procurement Committee they have supported the submission to say, okay, fine, we do believe that lights are needed and this is - we submitting it for approval.

20 I consider the first submission Chair, in December and I say to Mr Zamxaka your submission is insufficient, because it does not tell me where the money's going to come from for this, I do not know whether there is budget for this thing. Go back end give me a proper submission, which has been approved properly, this is December.

In January Mr Zamxaka leaves – incidentally Chair, I get a call from Mr Montana in December who wants to know what is happening with this particular submission. I said to him no, Mr Zamxaka needed to make changes to it and it has not been finalised yet, he has not brought it back. In January 2015 Mr Zamxaka brings back a revised submission. In that submission, he tells me - it is stated in there where the budget is going to come from, the budget of over a R100million or a R161million - my numbers, if my
10 memory serves me well, was available in the technical division.

They had money to pay for these lights because they needed it, but so I looked at this thing, and I said, okay, fine, if you say you have this, and this has been condoned, I mean, has been – you have dealt with the person who did the misconduct, it is part of the process of condonation.

The way in which the document is drafted, it says approved Group CEO, so naturally I signed approved, right.
20 The next step is for this document, obviously, to go to the Board. Now, in terms of the policy, also Chair, I must state this at the time, there were certain matters that could be condoned by the Group CEO in terms of the value.

Now when it came up, that actually, this particular submission was part and parcel of the SA Fence and Gate

tender, which was a tender that was approved by the Board. I then requested condonation of what I had done, you know, from the Board, because I said clearly then this was not what was reflected, in my submission - in the submissions that I had received, because I thought this thing was just outside, was just a separate tender process, because if you see how the document has been drafted and then I was not - I did not link the two and I was just two months in that position. I mean, I was holding the fort so I
10 have never been part of these other tenders and I did not have knowledge of it.

It went to the Board an explanation was given and the Board condoned.

CHAIRPERSON: Now there was the condonation that was being sought by Mr Saki Zamxaka because of the non-compliance for which somebody who has since been dismissed, was responsible.

MS NGOYE: Yes, Mr Palelo Lebalo.

CHAIRPERSON: Ja, Mr Lebalo

20 **MS NGOYE:** Yes.

CHAIRPERSON: Now from what you say you have given me the impression that there was now a need for another condonation and that was because of something you had done wrong or not complied with, so just clarify for me there?

MS NGOYE: Yes Chair, when it became apparent that the lights were part of SA Fence and Gate, right, I then advised that this thing needs to go to the Board for approval, so the Board was appraised.

CHAIRPERSON: Is the position that prior to that realisation, you had approved it yourself?

MS NGOYE: Yes, I thought it was, it was it was within my remit, yes.

CHAIRPERSON: Ja.

10 **MS NGOYE:** And because in terms of the tender, procurement policies of PRAS there were certain matters within the delegated authority of the Group CEO, which he could approve. I did not make the link between SA Fence and Gate, the big tender and what was presented to me at the time.

CHAIRPERSON: Okay.

MS NGOYE: Yes.

CHAIRPERSON: So – but when...[intervene]

20 **MS NGOYE:** When I found out, I went to the Board, and I said mea culpa, this is what was presented to me, I would therefore request that the Board considers this, and then that proper condonation be granted by the Board in relation to this particular matter.

CHAIRPERSON: And in regard to you, the non-compliance is that you approved something that should

have been approved by the Board.

MS NGOYE: That is right, that is the allegation that is against me.

CHAIRPERSON: Ja.

MS NGOYE: But also Chair, it speaks to 58million and I say at the time that the submission was made to R33million of that 58 it was paid, I had nothing to do with the payment. That is what the report is recording 24million was committed. So I did not advance any money, I did not
10 approve for payment of any monies. All I did was condone the process, because this then had to obviously go inside the business to say you are allowed to then proceed with this particular transaction.

But as I say, upon being told that actually this is part of the SA Fence and Gate matter, I then went back and said okay, it needs to be rectified. There is nothing that I was hiding and I said to the Board, this is the scenario, can the Board then, you know, deal with this matter appropriately because it is supposed to sit in the
20 remit of the Board.

And that is why you have a condonation signed by a committee of the Board, which says we are happy with the explanation that we have received and that was for me the end of the matter.

CHAIRPERSON: When Mr Montana came back from

leave, would that not have been one of the matters you would have explained to her as you were handing over to him?

MS NGOYE: I think - because he had inquired about the matter and he was constantly inquiring about it, you know. I took a bit, he was abreast.

CHAIRPERSON: Ja.

MS NGOYE: He was kept abreast of what had happened, because even after Mr Saki Zamxaka came back to me in
10 January, he advised me that Mr Montana was on his case about, you know, having paid this matter and finalised it and so on.

So, I then, you know, took it that Mr Montana is aware of this, I cannot say, it was one of those things that I thought there was an error, because at the time, clearly, I did not know that there was something wrong that I had done, to have to highlight to Mr Montana.

CHAIRPERSON: Okay, Mr Soni.

ADV VAS SONI SC: Alright, so the issue that as I
20 understood Mr Montana's complaint about your conduct was that you had authorised payment, you are saying that did not happen.

MS NGOYE: It did not, I did not authorise payment, Chair. Chair, those are all the questions we have for Ms Ngoye in relation to what Mr Montana.

CHAIRPERSON: Ja, okay, alright. Is there something that...[intervene]

MS NGOYE: Yes, there is Chair.

CHAIRPERSON: Yes, h'm.

MS NGOYE: I think it is also important - and I understand where counsel is coming from, Mr Montana also raised the fact that - I mean, I cried before he wanted to fire me when I was the CEO of Intersite because of my...[intervene]

CHAIRPERSON: Oh, because of your meeting with him
10 after he had fired Mr Dingiswayo or is it a different one?

MS NGOYE: No, this is a different one.

CHAIRPERSON: Ja, okay.

MS NGOYE: He came and gave evidence here to say, when the Board of Intersite wanted to fire me because of my incompetence. I - he actually came to my rescue to, you know, speak on my behalf so that I am not fired and that is why I was moved to that.

CHAIRPERSON: Ja.

MS NGOYE: And I deal with that to say, it is categorically
20 - I mean, I do not know where it comes from Chairperson. I mean, I was very concerned when I was listening to his evidence here at the Commission that I actually took my phone and I sent messages to the company secretary at the time, as well as to the lead independent Chair of the Board.

We had a lead independent member of the Board, because Mr Montana was obviously Group CEO and Chairperson at the time. So there had to be somebody who was independent. I wrote to them, and I asked them, I said, please, can you advise me, if this ever happened, because Mr Montana is at the Commission, and is making these representations.

I was not aware that you as the Board of Intersite wanted to fire me because of my incompetence because in
10 the meeting, that decided on my departure, to head office, it was very clear that it was a restructure and because of my legal skills, they wanted me to go and firm up the group legal function of PRASA. As a group executive, you can be placed anywhere, so I agreed to go.

Now, when he came here and said that I was very concerned to say, I think he is giving this particular impression that I am an incompetent or not. I wrote to them, I said to nDadi Mashelo I said, please, can you confirm this, and he did and I have given that as part of my
20 evidence as well.

I could not get confirmatory from them Chair and I did indicate in my affidavit to say because of the timeframe that was involved. I mean, it could - they could be asked, but I do have my WhatsApp messages where they say - he says [speaking in vernacular], no, Martha that never

happened. The company Secretary says no, that never happened.

CHAIRPERSON: Yes.

MS NGOYE: I do not know where Mr Montana gets this.

CHAIRPERSON: Yes, I think it would be important to have affidavits...[intervene]

MS NGOYE: From the two, yes.

CHAIRPERSON: Ja, if possible.

ADV VAS SONI SC: Yes, Ms Ngoye addresses what she
10 has said now in her affidavit. She refers to those interactions, we will try and get those affidavits.

MS NGOYE: Thank you.

CHAIRPERSON: Okay, no, that is fine.

MS NGOYE: And finally Chair, I think what is also important, which is also part of my affidavit, is that when - you know Mr Montana spoke about me being at the heart of this, and I think we have dealt with it. I could not have been at the heart of this particular transaction Chairperson, and I think what I would like to say also,
20 which is I think something that gets perhaps forgotten, when we deal with the Afro locomotives, is that the tender that went out Chairperson was for an Afro or Euro 3000, right.

What Mr Montana contracted, was not even considered by the BEC nor the BIC that would have said,

because he contracted on an Afro 4000. So that did not even feature anywhere.

CHAIRPERSON: It had not being discussed anywhere.

MS NGOYE: Nowhere Chair, that bid evaluation committee that may have got the scoring was wrong or whatever and the purported Bid Adjudication Committee that would have sat would have considered the Afro 3000 not the Afro 4000, which is what was contracted at the time.

10 Where would I have been at the heart of that particular transaction, that decision was not made by me. So it is not correct that statement - he kept repeating here at the Commission to say they were at the heart of this and Chair what also surprised me was that in his own affidavit I have been the only person that he referred to as being this member of the BAC.

 He only speaks about Mr Holele here in oral evidence, and not necessarily in documented evidence and that is why Mr Holele kicked up such a fuss to say, I did
20 not even get a three, three and I am being referred to.

 So I think for me Chair, those things become important because then there were newspaper articles that went out there to say Martha Ngoye at the heart of this thing, it is not fair, Chair.

CHAIRPERSON: No, I understand, ja.

MS NGOYE: Do not come to the Commission to come in and lie to the Commission, I do not do that - and also further Chair, what is important, and I have given evidence to that fact, is to show that Mr Montana in giving evidence to the Commission was also not truthful.

He indicated that there were matters - if matters were above 100million, he does not get involved. Chairperson, I have given evidence of a memo that was submitted in 2014. Now, this is a memo that was submitted
10 after the contract of Swifambo had been signed, right. But this memo was submitted by Mr Daniel Mthimkhulu to Mr Montana, allow me Chairperson to find this memo because I think it is very important for me to bring it to your attention.

CHAIRPERSON: Ja.

ADV VAS SONI SC: It is at page 827, Ms Ngoye.

CHAIRPERSON: What page?

ADV VAS SONI SC: 827, Chairperson.

CHAIRPERSON: 827, yes I am there.

20 **MS NGOYE:** Chairperson, the memo is addressed to Mr Tshepo Lucky Montana, Group Executive it is from Dr Danny Mthimkhulu as referred himself. It is dated 11 April 2014. The Swifambo contract Chair, was signed in 2013, now this is 2014. The purpose Chair, is to request the GCEO to approve the variation of the sale and purchase

agreement of the new locomotives from Swifambo Rail Leasing by inclusion of the following systems for the new locomotives, it is listed.

Control system, electrical system, traction system and so on - bogie system. Now Chair, this tender was finalised in 2013, the agreement was signed already. In 2014 we wanted to make a submission that says it was not sufficient that there were things that are missing, in clearly in the specification of the tender 2014.

10 This memo is done by Mr Mthimkhulu, it makes reference to the fact that certain things being rudimentary and so on in the memo. But what I would like to for the Chair to take cognisance of right, is the recommendation - that it is recommended that the GCE...[intervenes]

CHAIRPERSON: That is at page 829?

MS NGOYE: That is correct, Chair. The GCEO approved a variation, approved a variation of the sale purchase agreement of the new locomotives of Swifambo by inclusion of the following system for the locomotives and it
20 states it, with an added cost of - of which the added cost is R335million.

CHAIRPERSON: No, I think it is additional.

MS NGOYE: Additional cost of - yes, with the additional cost of R335million. The requester is Dr Daniel Mthimkhulu, it is recommended by Mr Joseph Phungula on

the same day Chair,11. It is approved by Mr Montana on the 11th of April 2014.

Now this is in relation to the Swifambo contract, which I was at the heart of approving which includes an amount which is above the delegated authority of Mr Montana, of 300million. He just approves it. It is okay, it went on it did not even go to the Board.

CHAIRPERSON: So you are saying his delegated authority at that time went up to what, how many?

10 **MS NGOYE:** It was a 100million.

CHAIRPERSON: 100million?

MS NGOYE: He conceded that here.

CHAIRPERSON: Yes, he had said that himself.

MS NGOYE: Yes.

CHAIRPERSON: And you say...[intervene]

MS NGOYE: Here is a memo.

CHAIRPERSON: ...it is way above the - his delegated authority.

MS NGOYE: Yeah.

20 **CHAIRPERSON:** And he has signed it.

MS NGOYE: Yes.

CHAIRPERSON: He has approved it.

MS NGOYE: Yes, he has approved it.

CHAIRPERSON: Yes.

MS NGOYE: And he came to the Commission and said I

do not approve things above my delegated authority, here is an example of one that he has, Chair.

CHAIRPERSON: Yes, he seems to have approved, it seems he have signed on the 11th of April 2014.

MS NGOYE: Yes.

CHAIRPERSON: Ja.

MS NGOYE: So I just wanted to highlight that as well, Chair to say, you know, for allegations to be made and strongly so by Mr Montana [speaking in vernacular], I saw
10 your face Chairperson, to say, you know, these people must come an account. I am happy to account for anything that I have done.

CHAIRPERSON: Yes, I am happy that you...[intervene]

MS NGOYE: But you know, my name, I cannot just forget about that they have spoken of in relation to my name, Chair, so I just wanted to highlight that for you, Chair.

CHAIRPERSON: No, I am happy that you came to deal with it because it is important that all sides deal with it - with the issues. There should not be a situation where no
20 side, a particular side does not deal with issues, allegations made.

MS NGOYE: Yes, Chair.

CHAIRPERSON: Okay, no that is fine.

MS NGOYE: Thank you, Chair.

CHAIRPERSON: Well, there was also this part that – for

what it is worth in relation to your dismissal that he said, in effect you asked for it because he was asking you to – I think provide an explanation, I think the following day, or to submit something to explain what the issue was and you kept on saying something like I see, you want to fire me - fire me, and he kept on trying to say no, go and do this and look at it and you kept on saying, I know you want to fire me - fire me.

MS NGOYE: I said to Mr Montana Chairperson, I said Mr
10 Montana it is very interesting that you choose to deal with my subordinates without talking to me, I am the person that reports directly to you. Now, if that says fire me, so be it Chair he did that anyway. Mr Montana would have nobody challenge him, nobody – could not – it was unheard of. That is why I gave my evidence the first time and I said, when I walked into his office, he said grand, grand Martha, you are fired. I was not even five minutes in his office, it is because I dare challenge Mr Montana, for having fired Mr Dingiswayo without having spoken to me as Mr
20 Dingiswayo's boss.

And all I was saying to him, is that let me account, let me take the responsibility for what Mr Dingiswayo did, because he reports to me, and I support everything that Mr Dingiswayo did. If that was calling on Mr Montana to fire him, then so be it, Chair.

CHAIRPERSON: That was the approach, ja.

MS NGOYE: That is it, and I was very clear about it to say I am the one that reports to you and I with me.

CHAIRPERSON: Ja.

MS NGOYE: Why do you go there?

CHAIRPERSON: Okay.

ADV VAS SONI SC: I have nothing.

CHAIRPERSON: Nothing arising, okay, alright. Thank you, Ms Ngoye, thank you for having come back and dealt
10 with the issues that Mr Montana has raised.

MS NGOYE: Thank you, Chair.

CHAIRPERSON: Thank you very much, you are now excused.

MS NGOYE: Thank you very much, Chair.

CHAIRPERSON: Hopefully, you will never come back.

MS NGOYE: I do pray, Chair, ii pray that this is my last.

CHAIRPERSON: Okay, alright.

MS NGOYE: Thank you, Chair.

CHAIRPERSON: Thank you. Mr Soni I see that we are at
20 5 o'clock.

ADV VAS SONI SC: Yes.

CHAIRPERSON: So we took much longer with Ms Ngoye than we thought, how long do you Mr Tiro Holele would be?

ADV VAS SONI SC: Chairperson, there are - the main issue, of course, is the...[intervene]

CHAIRPERSON: Swifambo.

ADV VAS SONI SC: ...Swifambo.

CHAIRPERSON: Yes, okay.

ADV VAS SONI SC: We have dealt with most of the issues, with the documents, it should not be more than about 20/25 minutes.

CHAIRPERSON: Ja, no that is fine. I think let us deal with him and thereafter we – I can deal with the Transnet work stream.

10 **ADV VAS SONI SC:** Yes.

CHAIRPERSON: So let me take a five-minute adjournment.

ADV VAS SONI SC: As it pleases you, Chair.

CHAIRPERSON: ...so that he can come in.

We adjourn.

INQUIRY ADJOURNS

INQUIRY RESUMES

ADV SONI SC: My next witness I have indicated what the purpose is of having him here.

20 **CHAIRPERSON:** Ja.

ADV SONI SC: Is Mr Tiro Holele.

CHAIRPERSON: Yes.

ADV SONI SC: Perhaps he could be sworn in and then ...

CHAIRPERSON: Yes. Please administer the oath or affirmation. Good afternoon Mr Holele.

MR HOLELE: Good afternoon Chairperson.

CHAIRPERSON: Welcome back.

MR HOLELE: Thank you Chair.

REGISTRAR: Please state your full names for the record.

MR HOLELE: Tiro Holele.

REGISTRAR: Do you have any objection to taking the prescribed oath?

MR HOLELE: No.

REGISTRAR: Do you consider the oath binding on your
10 conscience?

MR HOLELE: Yes I do.

REGISTRAR: Do you solemnly swear that the evidence you will give will be the truth; the whole truth and nothing but the truth; if so please raise your right hand and say, so help me God.

MR HOLELE: So help me God.

ADV SONI SC: Mr Holele you have given evidence before this commission previous have you not?

MR HOLELE: Yes Chairperson.

20 **ADV SONI SC**: All right. Now in relation to – you have been called today to deal with certain allegations that Mr Montana made against you.

One main issue is this allegation that you were a member of the BAC that looked or that considered the Swifambo tender and you did not disclose this. Now have

you made an affidavit on this issue among other issues?

MR HOLELE: Yes Chair indeed I did submit an affidavit.

ADV SONI SC: Can I ask you to please look at Bundle F page 302.1. Have you got it?

MR HOLELE: I have got it.

ADV SONI SC: Chairperson that is – have you got it Chairperson.

CHAIRPERSON: I have got it ja.

ADV SONI SC: Now Mr Holele this is a document that is
10 titled Affidavit and it has your name on the front page and if
you look at page 302.13 you will see towards the last two
thirds of the page there is a signature there under the word
deponent – page – so we are looking at the black numbers
page 302.13. Is – whose signature is that?

MR HOLELE: It is mine Chairperson.

ADV SONI SC: So is this your affidavit?

MR HOLELE: It is Chair.

ADV SONI SC: Do you confirm that what is contained in
this affidavit is true and correct?

20 **MR HOLELE:** I do confirm Chair.

ADV SONI SC: Chairperson may I ask that this affidavit be
included – Chairperson as Annexure – as Exhibit SS10.1.
His previous affidavit was SS10 Chairperson.

CHAIRPERSON: The affidavit of Mr Tiro Holele that starts
at page 302.1 will – it has got no annexures?

ADV SONI SC: No it has got no annexures.

CHAIRPERSON: Will be admitted as an exhibit and will be marked as Exhibit SS10.1.

ADV SONI SC: Yes thank you Chairperson. Now Mr Holele regarding the – your participation in the Swifambo tender I just want to ask you a few 00:11:50 questions.

In 2012 were you a member of what is referred to as the CTPC?

MR HOLELE: Yes Chairperson I was – I was actually the
10 Chairperson of the CTPC.

ADV SONI SC: Now what was the role of the CTPC and if you could just – it is just – sorry since then is that the task that that committee performed – by what committee is it performing?

MR HOLELE: Well I think now – ja I know now it is called the Bid Adjudication Committee of PRASA.

ADV SONI SC: All right. For what period were you a member of the CTPC?

MR HOLELE: Chair I think for a period of about twelve
20 months more or less twelve months.

CHAIRPERSON: From when to when?

MR HOLELE: From I think it would be – it would have been maybe either late 2011 or early 2012 – maybe even – maybe early 2012 to – to 2013 around that period.

ADV SONI SC: And then...

CHAIRPERSON: To sometime in 2013?

MR HOLELE: Ja to just maybe early in 2013.

CHAIRPERSON: Okay.

ADV SONI SC: Were you...

CHAIRPERSON: Before you proceed you said now the committee is called

MR HOLELE: The Bid Adjudication Committee.

CHAIRPERSON: Bid Adjudication Committee.

MR HOLELE: Yes that is correct.

10 **CHAIRPERSON:** Does it do the same functions – perform the same functions as the CTPC?

MR HOLELE: Yes – yes Chairperson.

CHAIRPERSON: In every respect?

MR HOLELE: Well I think so yes Chair. The – like I said in my affidavit the 00:13:33 then was – it was called the Corporate Tender Procurement Committee, it adjudicated bids, it received other submissions you know for confinement for instance. A confinement is not a bid you know. It would look at extending contracts that exist that
20 have expired sometimes in time or they need – there needs to be a variation to the cost of the – of the contract – those kinds of – those kinds of functions. The committee was known as the Corporate Tender Procurement Committee of the board and it also adjudicated bids but it was not a Bid Adjudication Committee.

CHAIRPERSON: Okay well that is important because we – we raised that issue with Ms Ngoye.

MR HOLELE: Yes.

CHAIRPERSON: And her evidence was that part of what the CTPC did was adjudication of bids.

MR HOLELE: Yes.

CHAIRPERSON: But it did much more than that.

MR HOLELE: Yes.

CHAIRPERSON: That is what she said.

10 **MR HOLELE:** Yes.

CHAIRPERSON: She said to that extent its functions were wider.

MR HOLELE: Yes.

CHAIRPERSON: Than those of the Bid Adjudication Committee.

MR HOLELE: Yes. So Chair let us say for instance I mean you know I had a call sometimes a contract would expire in terms of time. It would have meant to end of the – in February and in February it – you know it is realised that
20 the project will be completed in September. That submission would firstly it would – the bid – it would be brought – it would be a formal submission you know to the committee to consider to check whether it is an increase in – does it also include an increase in costs and those kinds of things. You know so I am saying that would not be a bid

in that – in that sense that you have got 3, 4, 5 companies submitting a bid. You will just be considering an extension of the contract in time. Sometimes it would be in money and then you would have to check whether it is what the policy says because you can only vary a contract to about 10% of the original price and then what is happening and those kinds of – those kinds of broad discussions would take place but it was called the Corporate Tender and Procurement Committee.

10 **CHAIRPERSON**: Okay.

MR HOLELE: And I never chaired something because that is why I make the point Chair I was not just a member of the CTPC.

CHAIRPERSON: You were Chairperson.

MR HOLELE: I was the Chairperson of the CTPC so I never chaired what was called in PRASA a Bid Adjudication Committee

CHAIRPERSON: Yes okay. Mr Soni.

20 **ADV SONI SC**: As you please Chairperson. May I ask you to look at Bundle E2 and in particular page 966

MR HOLELE: I see S here.

ADV SONI SC: No Bundle E2 SS7 page 966

MR HOLELE: Yes. Yes Chairperson.

ADV SONI SC: Now have you seen this document before – the document at 966?

MR HOLELE: Yes I have Chairperson.

ADV SONI SC: All right. What is this document?

MR HOLELE: Well it says it is a resolution minute. I do not know it – ja it is what it is here Chair. It says Resolution Minute Number I guess it is meant to be a minute.

ADV SONI SC: So it says to be – it is said to be a resolution taken by the CTPC on the 11th of July 2012, is that correct?

MR HOLELE: Yes.

10 **ADV SONI SC:** All right. If you look at page 967 it indicates what happened at the meeting and in particular who was present at the meeting. Do you see your name and – among those present?

MR HOLELE: Yes I do Chairperson.

ADV SONI SC: As the Chairperson.

MR HOLELE: Yes I do Chairperson.

ADV SONI SC: All right. Did you attend a meeting of the CTPC on the 11th of July when it considered the Swifambo tender?

20 **MR HOLELE:** No Chairperson I did not.

CHAIRPERSON: Were you still a member and Chairperson of that committee in July 2012?

MR HOLELE: Yes most definitely Chair.

CHAIRPERSON: Okay all right.

ADV SONI SC: Now you will see Mr Holele that...

CHAIRPERSON: I am sorry Mr Soni.

ADV SONI SC: No, no.

CHAIRPERSON: I am sorry Mr Soni. You know you said something earlier on and it is quite important that I ascertain that you are quite clear about it.

You said you were never at PRASA a member and chairperson of a committee called the Bid Adjudication Committee. You remember you said that?

MR HOLELE: I said that Chair.

10 **CHAIRPERSON:** Are you quite clear you cannot be mistaken about that?

MR HOLELE: I am as clear as today is a very cold in Johannesburg Chairperson.

CHAIRPERSON: Ja.

MR HOLELE: Tomorrow if you ask me how cold was it today I will tell you how cold it was.

CHAIRPERSON: Yes.

MR HOLELE: I am that clear.

CHAIRPERSON: Okay.

20 **MR HOLELE:** I was Chairman of the Corporate Procurement Tender Committee.

CHAIRPERSON: Yes. Okay.

ADV SONI SC: Now at any stage that you were a member of the CTPC was it called a Bid Adjudication Committee.

MR HOLELE: No Chairperson.

ADV SONI SC: And you have never been a member of a committee at PRASA called the BAC – the Bid Adjudication Committee?

MR HOLELE: No Chairperson I was a member of the Corporate Procurement Tender Committee at PRASA.

ADV SONI SC: Now if you look at the document at page 966 you will see that it has the place for the signature of the Chairperson and the – at the block on the right hand side of that block there has a place for the date to be
10 entered on page 966 neither there is no signature there and no date – no date is entered. Is that correct?

MR HOLELE: Yes Chairperson.

ADV SONI SC: When you were – if you had sat at this meeting or you had chaired this meeting would you have signed that?

MR HOLELE: I would not have signed this as it stands here.

ADV SONI SC: Why not?

MR HOLELE: Because what is this Chairperson? This is
20 not a minute. But what is this? It – how do you sign this? You are talking about a contract of 3.5 billion. This one paper says nothing. A minute records a – it – a topic is introduced, a discussion is held, a docu – things are presented, people discuss, they debate, challenges are raised, strengths and weaknesses of bidders are explained.

What needs to be still considered is resolved. What is outstanding is raised. That is what is called a minute. I would never have signed this because it is not a minute.

CHAIRPERSON: Different views – different views expressed are reflected.

MR HOLELE: The different views are expressed. You say these are the strengths – this is the strength of this bidder, this is the strength of that bidder, this is the experience of this bidder. Okay we are happy this is the localisation
10 strength of this bidder. It is a comprehensive note of the discussion and you sign and then you say look indeed no, no, no that is not what Martha would have said. No Martha raised – I was in that minute Martha raised legal issues. So and so raised financial issues. That person in that committee raised technical engineering issues. And then the minute reflects all of that comprehensively. Now this just says – it is just a resolution taken. Anyway I did not sign it.

CHAIRPERSON: If in when you were chairperson of the
20 CTPC did any of the minutes of the CTPC look anything like this?

MR HOLELE: No Chairperson they did not. The minutes would recall – would reflect a discussion as much as possible. And as for something as big as this Chair it is – I mean the meeting would not even last a day I can tell you.

I mean just – I can tell you Chair a committee of this – of the magnitude it most probably not just have been one day. You know. It would have been an up and down and you know ja. It is ...

CHAIRPERSON: Ja.

MR HOLELE: It would not just be so – so skimpy. But the minute would reflect the different views because you – the minute is meant to be captured in a recommendation to the board to say this is – you in the discussion, you anticipate
10 the issues that the board is going to raise. That is especially as chairperson I am obsessed as to what is the board – what are the questions that are likely to be asked by the board. The BEE status, the experience of this company, their – all of those kinds of what do you call it – the hurdles so that – the meeting starts reflecting that kind of thinking in its discussion.

ADV SONI SC: Now can I ask you in regard to the Swifambo tender did you – did you play any role in the SCM process in regard to that tender?

20 **MR HOLELE:** Not at all Chair. The first time I even heard about the locomotives tender was when they were being launched. When they were being launched. Actually I made a mistake in my – in my affidavit I think I said on the 1st of December they were being launched in Cape Town I think in January of 2015. That was the first time I heard that

PRASA had embarked on a purchase of locomotives.

ADV SONI SC: So you are quite confident that you never sat in a meeting of the CTPC where the Swifambo – or the tender that was awarded to Swifambo was being discussed.

MR HOLELE: I am most certain Chair I am certain that I did – I did not sit in that meeting. I did not chair that meeting not at all. You know if I may say Chair the funny thing about this Swifambo thing is that you know as a student – as a young person at the ages of – at the age of
10 18/19 I travelled to Cape Town by train from Kimberley. I have got an emotional attachment to railways. Locomotives so working in PRASA was – is a fascinating experience. Travelling to Cape Town in the 90's the – that – it happens now that is why clearly we needed – we need locomotives for the – for that service. We need them today. The diesel locomotives and the aged locomotives you would end up in the Karoo somewhere for five/six/seven hours. You would just be stuck in the Karoo. So this – the locomotives are required for that. Had I chaired that meeting I know the
20 emotional bond I would have actually had for that discussion. It would not be something that is distant for me. It would have been something that I am so close to because I had a direct experience to using Shosholoza Meyl.

ADV SONI SC: And when you gave evidence one of the

issues that Mr Montana says is you should have disclosed it is obviously if you were not part of the meeting, there would be no need for you to disclose this.

MR HOLELE: Oh absolutely Chair I mean it did not arise. It does not arise. It arises because on this particular day Mr Montana decides that he is going to make his own rules at the commission. He is not going to accuse us properly in an affidavit so that we must get our 3.3 Notices so that we must respond to that accusation. So it did not arise. It
10 arises now and I submitted my affidavit but I did not sit in a meeting. It is like tomorrow hearing that oh there are PRASA employees on the 1st of June who were in Durban adjudicating a tender and then tomorrow I must start saying how I was not part of that. I was not part of it.

ADV SONI SC: Mr Holele in your affidavit you deal with two other matters. Can I just and I know you want to – to raise them because they were raised publicly about you. One of them is that Mr Montana said when he gave evidence that he exercised seniority over you because he in
20 a sense mentored you. What is your response to that?

MR HOLELE: Well what he actually said was something to the effect that Chair this Tiro was a young man that I – you know I took under my wing and we worked well – he was this young man and all of these things and this monster that I am I only became this monster when I disciplined him. He

said something to that effect.

Now..

CHAIRPERSON: Well he – I think he also said something to the effect that you disagreed with him or raised issues with you or he was unhappy with you or the two of you may have had some tension because of certain issues but he said after that you still carried on and you were fine with one another. So I think the point he was making was just because he disagreed with somebody he would not
10 necessarily fire them.

MR HOLELE: Yes.

CHAIRPERSON: Ja.

MR HOLELE: So – so Chair and that is not true. He fired many people that he did not disagree with – many. Many. So here he said almost disparagingly discounting what I do not know whatever he was angry about and made me this – this junior. And I am saying I am not a junior to him. We have got a year's difference in age – just a year and I was not mentored by him. I was mentored – I joined government
20 as I say in my affidavit.

ADV SONI SC: Yes

MR HOLELE: When President Mbeki took over. I was mentored by the late Minister Zola Skweyiya I was literally mentored by him. I worked under very senior Directors General Ms Angela Bester who is very senior I was a DG

then. It was my first Director General. Mr Vusi Madonsela I say here whose our Ambassador to the Netherlands. I worked under Ms Thembi – the late Ms Thembi Nwedamwutsu who was my DGG in the mid 2000's and became the CO of the Independent Development Trust and ended up as MEC in Limpopo of Education. I worked under Mr Thamim Seleko and I was also secretary to the social cluster of Directors General and I sat at the feet of very, very senior people by the time I arrived at PRASA I was skilled up – I was a professional – I was skilled. By the time I arrived at PRASA I had come – I had maybe three years prior I had won a scholarship with the British Council achieving a scholarship a very prestigious scholarship. I done so well under Dr Skweyiya. When I resigned to take up the scholarship because I could not let such a massive scholarship pass me by Dr Skweyiya said no you are not resigning I am putting you on paid special leave and the proviso is that when you come back with your MBA you will work for three years in the department. It was an excellent deal Chair. I took it. So I take exception to when you have – when you started seeing you know just dictatorial tendencies and then somebody started wanting to – to send this picture that you were just a deviant little boy you know that he was there to discipline. No.

CHAIRPERSON: Did you say you are only – the two of you

are only a year apart or something.

MR HOLELE: A year apart.

CHAIRPERSON: You are one year younger than him.

MR HOLELE: I am one year – I was born in August 1971 I think he was born in 1970 – April or so.

CHAIRPERSON: Ja okay.

ADV SONI SC: You – the scholarship that you – the British Council Scholarship did you earn an MBA as a result of that scholarship?

10 **MR HOLELE:** Yes I did – I did Chair and an MBA from Aston University in Birmingham.

ADV SONI SC: And when you came to PRASA you had all those qualifications?

MR HOLELE: Yes. Yes I did Chair. I mean I earned my MBA in 2002. Remember I said Dr Skweyiya said I let you go for a year you – and you receive all your benefits and your salary and then you come and work and serve the department for three years so you are tied to the department for three years. So that I did that.

20 **CHAIRPERSON:** It was a very good deal.

MR HOLELE: It was a great deal Chair.

ADV SONI SC: Now one of the things you also say in your affidavit is you had been trained in the application of the PFMA that – The Public Finance Management Act.

MR HOLELE: Yes. So – so Chair when I worked at the

Department of Social Development at the time I joined in 1999 and it was around 1999 that government enacted the Public Finance Management Act it was around 1999. So I was one – I remember vividly being told just – you know you have just – you go, you part of the group of people going to Church Square I think it was for a – four days or so at the National Treasury's building to be trained in the Public Finance Management Act. So I am proud that I was one of those people who would just first be trained so I brought a
10 very – a sharp eye to the governance regime that was being introduced at the time and ja.

CHAIRPERSON: And what was your position at – in that department – Social Development?

MR HOLELE: In the – so when I came back Chair so I joined at Deputy Director when I came back from my MBA I think in about six/seven months I was promoted to Director.

CHAIRPERSON: Yes.

MR HOLELE: Yes. So I served as Director.

CHAIRPERSON: And when you joined PRASA were you
20 straight from that department?

MR HOLELE: No Chair I travelled. From there I went to – I went to the Economic to Transport to work with Mr Montana under the public transport section and then I spent a year there and then he moved to the SARCC and then I did not want to move and then I went to work with Mr DG Mseleku

who was the Director General Of the Department of Health and I was Chief Director in his – in the Department of Health.

CHAIRPERSON: So when you joined PRASA the previous government position you had held ...

MR HOLELE: Was Chief Director.

CHAIRPERSON: That of Chief Director.

MR HOLELE: Was Chief Director.

CHAIRPERSON: Okay.

10 **MR HOLELE:** I was Chief Director in the office of the Director General.

CHAIRPERSON: Yes. Okay.

ADV SONI SC: Now initially as I understand it at PRASA you and Mr Montana had a I am not going to say necessarily a friendly relationship but you – you were not at loggerheads with each other.

MR HOLELE: No we worked very well. His – he has got a brilliant mind – a strategic mind – worked very well.

20 **ADV SONI SC:** But what according to Mr Montana says it is on account of the fact that he disciplined you that you turned against him.

MR HOLELE: That is so not true Chair. Like I say I mean it is not because he disciplined me. As I say increasingly you just had this – this dictatorial approach to leadership bordered on paranoia. It became more and more political.

You could not just say but I see it this way – I do not see it this way EXCO became just this place where eventually it was just more and more his way or the highway. And you do your own – own research Chair. Go and see how many executives eventually started falling foul of that style of leadership.

ADV SONI SC: So did Mr Montana at any stage discipline you?

MR HOLELE: I was never disciplined by Mr Montana.

10 **ADV SONI SC:** Chairperson in regard to Mr Holele's evidence just having regard to the allegations made by Mr Montana we – we do not need – intend to lead any further evidence.

CHAIRPERSON: Yes.

ADV SONI SC: To the extent that anything is not led it is covered in his affidavit Chair.

CHAIRPERSON: Ja. Okay. Is there anything of importance that you remember that you would like to deal with?

20 **MR HOLELE:** Yes Chair. Yes. Chair you see remember we are here because I think Mr Montana says I as Chairperson of the Corporate Tender Document Committee was at the heart of this Swifambo deal. Now I first said it is not true. I was not in any such meeting. But what I – or the point I want to make Chair is that the people at the heart of this

committee are known of this deal I know. Evidence has been led here by a number of authorities by Mr Ryan Sacks, of I think Crowey

ADV SONI SC: Forensics.

MR HOLELE: Forensics. By Mr Hannes of the Tswane Trust and they have shown the dramatis personae at the heart of this – at the heart of this – at the heart of the Swifambo deal. The only thing that places me at this Swifambo deal is this – is this.

10 **ADV SONI SC:** The doc – when you say this you are talking about...

MR HOLELE: I am talking about this ...

ADV SONI SC: The meeting.

MR HOLELE: This so called minute.

CHAIRPERSON: That is the document that we looked at in PRASA Bundle 2 is that right?

MR HOLELE: Yes 966.

ADV SONI SC: PRASA

CHAIRPERSON: 966 and 967.

20 **ADV SONI SC:** B2 Chair. Yes.

MR HOLELE: Yes.

CHAIRPERSON: Ja.

MR HOLELE: Look this is as good as it gets.

CHAIRPERSON: Ja.

MR HOLELE: In placing me.

CHAIRPERSON: Ja.

MR HOLELE: At the heart of Swifambo. I will tell you we know – they are known. The investigations have revealed them. They tampered with the specifications ahead of time. They recruited each other to come and head Swifambo. They – they kept the documents at their homes. They manipulated the scores. They bought all of funds. They bought property. They bought cupboard of R5 million. They are known. They have actually shown the commission the
10 middle finger by not pitching and he has the temerity to come here and say Tiro Holele is at the heart of this thing. So that is for me that is a key message Chair that I want to say to say this is it.

CHAIRPERSON: Ja.

MR HOLELE: This is what places me at the heart of this thing that has been so sufficiently investigated. And I can tell you why Chair to finish. People at the top of the command chain do this. We now know they did it from under apartheid they are doing it right into the democracy.
20 People at the top of the command chain. They say no at m level I am not involved in procurement meanwhile behind the scene they commandeer the very process. They threaten employees. They bully them. They demote them. They fire them. They send a message to the system that you see you do not do what I communicate privately that I

need done. The fate that has befallen these deviant ones is going to be falling. And then they do not leave their fingerprints at the crime scene and they will come here and proudly say at my level I am not involved in procurement. The HOD of the Free State captured it here Chair. He captured it. You remember the housing HOD he spoke for all civil servants who was subjected to this kind of we are not involved at the level of procurement and go and search for those officials and discipline them.

10 **CHAIRPERSON**: Thank you. I just wanted to make sure that there was not anything that you might not have been given a chance to deal with that you thought is important to deal with.

MR HOLELE: No Chair.

CHAIRPERSON: Otherwise you have dealt with issues in your affidavit.

MR HOLELE: Yes. Yes I have Chair.

CHAIRPERSON: Okay all right. Thank you very much Mr Holele.

20 **MR HOLELE**: Thank you Chair.

CHAIRPERSON: You are now excused.

ADV SONI SC: That is the end.

MR HOLELE: Thank you Chair.

ADV SONI SC: Oh sorry Chair. That is the evidence from the PRASA stream for today Chairperson.

CHAIRPERSON: No okay no that is fine. I will adjourn for ten minutes to enable the Transnet work stream to set up.

ADV SONI SC: Yes. Chairperson may the PRASA team be excused.

CHAIRPERSON: Yes the PRASA team is excused. Thank you for coming back Mr Holele.

MR HOLELE: Thank you Chair.

CHAIRPERSON: And to deal with the allegations that have been made.

10 **MR HOLELE:** Thank you Chair.

CHAIRPERSON: Okay.

ADV SONI SC: As you please Chairperson.

CHAIRPERSON: We adjourn.

HEARING RESUMES

CHAIRPERSON: Good afternoon Mr Myburgh, good afternoon everybody.

ADV MYBURGH SC: Good afternoon – good evening Chairperson.

CHAIRPERSON: Yes good evening.

20 **ADV MYBURGH SC:** Chairperson you might see that with your leave we have switched the witnesses around.

CHAIRPERSON: Okay.

ADV MYBURGH SC: For two reasons. One I am scared that we might run out of time particularly with the curfew.

CHAIRPERSON: yes.

ADV MYBURGH SC: And secondly Mr Benjamin can easily be scheduled on another date.

CHAIRPERSON: Ja no that is fine.

ADV MYBURGH SC: And secondly there is – it may be that we need to make some slight amendments to his affidavit.

CHAIRPERSON: Okay.

ADV MYBURGH SC: So if we could proceed with Mr Pita with your leave please?

CHAIRPERSON: Yes okay no that is fine. Please
10 administer the oath or affirmation.

REGISTRAR: Please state your full names for the record.

MR PITA: Gary Jason Pita.

REGISTRAR: Do you have any objection to taking the prescribed oath?

MR PITA: No.

REGISTRAR: Do you consider the oath binding on your conscience?

MR PITA: Yes.

REGISTRAR: Do you solemnly swear that the evidence you
20 will give will be the truth; the whole truth and nothing but the truth; if so please raise your right hand and say, so help me God.

MR PITA: So help me God.

CHAIRPERSON: Thank you. You may be seated Mr Pita.

ADV MYBURGH SC: Chairperson Mr Pita is represented

both by attorney and counsel they are present.

CHAIRPERSON: Yes.

ADV MYBURGH SC: If you would like them to place themselves on record.

CHAIRPERSON: Yes you may do so from where you are if your mic is working.

ADV HEYNS SC: May it please you Chair. I am Heyns SC initials GF and I represent the witness Mr Pita on instruction of F Hartzenberg from Hartzenberg Incorporated.

10 **CHAIRPERSON:** Thank you.

ADV MYBURGH SC: Chairperson the exhibit that is relevant to Mr Pita's evidence is Exhibit BB29 that you find in Transnet Bundle 7(b).

CHAIRPERSON: Yes.

ADV MYBURGH SC: Mr Pita could I ask you please to turn to page – you know we using the black numbers here – page 1036 and there on the face of it you find the commencement of your affidavit. Could I take you please to page 1059.

20 **MR PITA:** Yes I am there.

ADV MYBURGH SC: There is the signature page of your affidavit. Attached to your affidavit is a series of annexures which run until page 1082 would you confirm that?

MR PITA: 1062 Chair I think from 1062.

ADV MYBURGH SC: Is it 1062.

MR PITA: Correct.

ADV MYBURGH SC: Yes sorry you are right. So the Knox Vault documents were documents that were put up by the commission. So you – your affidavit ends at 1062 with annexure P2, correct.

MR PITA: That is correct through you Chair.

ADV MYBURGH SC: All right. So if we go back then please to page 1059. Would you confirm that you attested and swore to this affidavit on the 8th of April 2021?

10 **MR PITA:** Yes I can attest to that Chair.

ADV MYBURGH SC: And would you confirm the truth and accuracy of this affidavit?

MR PITA: Yes I can.

ADV MYBURGH SC: Chairperson could I ask you please to admit into evidence Mr Pita's affidavit dated the 8th of April 2021 commencing at Transnet Bundle 7 page 1036 and I would ask you to admit it as Exhibit BB29.1.3.

CHAIRPERSON: The affidavit of Mr Gary Jason Pita that starts at page 1036 is admitted and will be marked as
20 Exhibit BB29.1.3.

ADV MYBURGH SC: Mr Pita I am going to take you through your affidavit but perhaps before we – we deal with the contextual background that you set out at paragraph 1038 could you just confirm your employment history at Transnet in particular when did you act as the Group Chief Financial

Officer? When were you appointed to that position permanently and for how long did you hold it?

MR PITA: Sorry my mic is off. Thank you Counsel.

CHAIRPERSON: Yes.

MR PITA: Through you Chair after leaving one of the big four firms where I was a senior manager I joined Transnet in 2006 whilst Maria Ramos was the CEO. I held the position as the Group Head of Internal Control from 2006 until 2008. I was then appointed as the General Manager in charge of
10 business services where procurement and IT reported into me for the group. And from 2010 I was appointed as the Group Chief Supply Chain Officer in charge of all integrated supply chain management within the group and in 2015 on the 1st of August I was appointed as the acting Group CFO and then on the 1st of February 2016 I was appointed formally as the Group CFO of Transnet SOC Limited until my resignation.

ADV MYBURGH SC: And when did you resign?

MR PITA: In April 2018.

20 **ADV MYBURGH SC**: All right. Now much of your affidavit is a response to the statement of – or the affidavit of Witness 3. Chairperson Witness 3's affidavit appears as Exhibit BB14(d) which I think you should have or it will be provided to you. If I could ask you perhaps to turn to page 122 and we can read these two things together. The

particular portion dealing with Mr Pita commences at page 132. Mr Pita you have the – that affidavit open as well do you?

MR PITA: Yes I do Chair.

ADV MYBURGH SC: Now if we go to your affidavit and let us pick up at paragraph 3.2 you say that the affidavit of Witness 3 consists of 73 paragraphs most of it is not applicable to you and you say I am called upon to respond – I am not called upon to respond to any allegations not made
10 about or against me in the affidavit of Witness 3.

Could I ask you to pick up from paragraph 3.4 please.

MR PITA: Chair if I could just ask for some clarity to pick up from 3.4?

ADV MYBURGH SC: Take us through the affidavit. I am not going to read it all to you.

MR PITA: Okay. Alright. Thanks Chair. Paragraph 3.4 says:

20 “It clearly appears from the affidavit of Witness 3 that he makes allegations about Minister Gigaba and Minister Anoj Singh. The allegations made against them...”

This is paragraph 3.5:

“...are of such a nature that it is saved to conclude that the mentioned witness alleges

that they or one of them was directly or indirectly involved with the Gupta family and/or state capture and/or corruption...”

Should I continue, Counsel?

ADV MYBURGH SC: Yes, please do.

MR PITA: Paragraph 3.6 mentions:

“The mere reference to myself in the same affidavit in which reference is made between the aforementioned two individuals.

10 In the aforementioned context, serves to create the impression and/or insinuation that I was also directly or indirectly involved with the Gupta family and/or state capture and/or corruption...”

Paragraph 3.7:

20 “On the outset, I want to make it clear that I had never had any improper relationship with any member of the Gupta family and/or Mr Salim Essa and specifically that I had never taken any money and/or benefit from them and/or participated in any form of state capture and/or corruption...”

ADV MYBURGH SC: So could I just ask and some of this is dealt within your affidavit? You deal in response to Witness 3 about the occasions that you visited the Gupta

residence, you deal in response to his allegations with your dealings or interaction Mr Essa. Perhaps I could just ask you a slightly broader question as a point of departure. When did you first meet Mr Essa?

MR PITA: I met Mr Essa, Chair through you, in – around late 2015.

ADV MYBURGH SC: Okay and in what context did you meet him?

MR PITA: Chair, at that time, I was the acting CFO. I
10 have received a couple of calls from an unknown number. I then received a couple of messages and the messages were on Whatsapp, basically, highlighting that this gentleman was an investor in infrastructure or represented a group of investor, and infrastructure in Africa as well as in funding some of the projects and wanted to meet with me to discuss some of the projects under the MDS strategy for Transnet.

So I, obviously, then responded to the message find out, you know, because I was curious. It was part of
20 my mandate and the gentleman then said he was interested in talking about how his investors could partner with South African companies to be able to invest in infrastructure projects.

ADV MYBURGH SC: Alright and did you indicate to you what firm he represented?

MR PITA: He said he was an investor involved in the mining and energy space.

ADV MYBURGH SC: Okay so that was in December 2015?

MR PITA: No, it was in late 2015. I cannot recall now.

ADV MYBURGH SC: Oh, okay. I beg your pardon.

MR PITA: Late in December.

ADV MYBURGH SC: Alright. And then, did you go on to meet with him?

MR PITA: Chair, I did. We arranged a meeting at his
10 office in Melrose Arch. I went to Melrose Arch to meet with him and we discussed various capital projects which were in the public domain.

ADV MYBURGH SC: Alright and you mention in your affidavit, and we will come to that in time, where you went to the Gupta residence and had a meeting with him. What further interaction did you have with Mr Essa between the Melrose Arch meeting and the time that you went to the Gupta residence

MR PITA: Through you, Chair, none.

20 **ADV MYBURGH SC:** So that was a series of calls, you contacted him and you had one meeting with him at Melrose Arch?

MR PITA: That is correct. So from my recollection, we discussed various capital projects. He was particularly interested in manganese and in coal projects and he said

he would get back to me to discuss further, which he never did.

ADV MYBURGH SC: Alright. And then the – your interactions with the Guptas? Are those first interactions dealt with in your affidavit or did you have any interactions with them before?

MR PITA: No, that – these are the first interactions.

ADV MYBURGH SC: Okay. When you met with Mr Essa at Melrose Arch, did you – and you went to his office, the
10 offices of what firm was that?

MR PITA: It had an energy company name on the front of the offices, Chair. I cannot recall the name.

ADV MYBURGH SC: Alright. So let us then go to your – back to your affidavit. And you say at paragraph 4.3 that:

“Witness 3 provided a driver and CPO services..”

This is at page 1040.

“...to you in your capacity as Group Chief
Financial Officer, Transnet from 2016 to
20 2018...”

And you say you resigned in April 2018. Is that correct?

MR PITA: That is correct, Chair.

ADV MYBURGH SC: Then you deal with the issue of logbooks. What do you have to say about that?

MR PITA: Chair, through my perusal of Witness 3's testimony, I just found it interesting that – firstly, I did not know that logbooks were mandatory to be kept. I do not know that that could have been an obligations on Witness 3 but I did not – I never saw him, actually, attend to a logbook. I thought that they would, obviously, monitor overtime and such. And I found it very interesting that in his testimony he recollected exact dates and times, where we went and where we met and this was, basically, more
10 than five years ago without logbooks because they were lost.

ADV MYBURGH SC: But ultimately – I mean, you and Witness 3, there is very little disagreement between the two of you.

MR PITA: Chair, there is quite a significant bit of disagreement.

ADV MYBURGH SC: Alright.

MR PITA: Would you like me to ...[intervenes]

ADV MYBURGH SC: Well, we perhaps come to that. But I
20 mean, in relation to your – the dates and the times, you do not have a specific recollection of them?

MR PITA: Chair, I think that is quite broad. I think if we are going to go into the specifics, I do have recollection of certain time or let us call it months ...[intervenes]

ADV MYBURGH SC: Alright.

MR PITA: ...on which certain things occurred. So, I will rather to go into the specifics.

ADV MYBURGH SC: Fair enough. And you mention then that you had occasion to reprimand Witness 3 or that he was reprimanded.

MR PITA: Yes, Chair. You know, if you read Witness 3's testimony. Portrays himself as a very responsible highly trained CPO. A very accurate individual and in my experience I did not really find him as such. I had to
10 reprimand him. And it was not just me. His previous principal, Mr Singh – Mr Singh's office often encountered a number of speeding tickets with the vehicles that Witness 3 used. I also had to reprimand him on various occasions.

In fact, even when I was in the car, he would speed quite a bit to the extent that I would worry about my safety. And being a Close Protection Office, one of your key duties is to look after the principal's safety and yes that – and he was reprimanded on many occasions and there were many speeding tickets.

20 On one occasion, I recall, which I highlight in paragraph 4.6 that after leaving a Transnet Gold Day, it was the Group Chief Executive's Golf Day, Witness 3 drove myself and various Transnet executives and was stopped in a roadblock and was arrested for drunken driving as well. So, that is not what you expect from a very accurate

precise CPO who is highly trained to protect his principal.

ADV MYBURGH SC: You say, nevertheless, at 4.7 that, as you put it:

“That being said. I had a good relationship with Witness 3 and even invited him to attend my wedding...”

Is that correct?

MR PITA: Yes, that is correct.

ADV MYBURGH SC: And then you say:

10 “Although I cannot and cannot be called to respond to his allegations against two other individuals, I can confidently say that he never expensed any conduct on my part as being untoward and/or improper.

In any event, not in a manner that it is suggested in his affidavit in response...”

MR PITA: Correct, Chair.

ADV MYBURGH SC: Then you say at paragraph 4.10 that:

20 “At no stage while rendering services to me did he express any caution and/or discomfort in respect of places he drove me to and/or people that I met with...”

Is that correct?

MR PITA: Chair, that is correct.

ADV MYBURGH SC: Alright. Now, if we go then to the

heading at paragraphs 56 to 58. This is at page 132 of Witness 3's affidavit and it is really the introductory portion. You say at your paragraph 5.1 that:

“I do not know whether Mr Singh requested Witness 3 to join him at Eskom but I can testify that Witness 3, in fact, joined Mr Singh at Eskom...”

You go on to say:

10 “As mentioned earlier, I was first assigned another driver before Witness 3 re-joined the office of the Group Chief Financial Officer at Transnet...”

And then at 5.3 you say:

“It is correct that Witness 3 drove me until my resignation during April 2018...”

Is that correct?

MR PITA: Chair, that is correct.

ADV MYBURGH SC: Can you remember ...[intervenes]

MR PITA: And I pointed out the inconsistency... Sorry.

20 **ADV MYBURGH SC**: Sure.

MR PITA: On paragraph 56 of his testimony where he highlights that he decided to stay on at Transnet when in fact he did go with Mr Sing to Eskom as late as past September of that year.

ADV MYBURGH SC: So I just wanted to ask you then. So

when did he – so he drove you until April 2018. When he did he start as your driver and CPO? Can you recall?

MR PITA: Chair, as per his testimony, he says that he provided CPO services from 2016. He says late 2016 to 2018 when I resigned. Chair, I think that is incorrect. It is actually 2015 ...[intervenes]

ADV MYBURGH SC: Ja.

MR PITA: ...to April 2018.

ADV MYBURGH SC: So from late 2015 to April 2018?

10 **MR PITA**: That is correct, Chair.

ADV MYBURGH SC: And then you say:

“To the best of my recollection, I was transported in two Transnet vehicles during my tenure as Group Chief Financial Officer at Transnet i.e. two Mercedes-Benz vehicles that he mentioned...”

Is that right?

MR PITA: That is correct.

20 **ADV MYBURGH SC**: And you go on to say that you cannot confirm or deny that the C20 Mercedes-Benz motor vehicle is the same motor vehicle that was previously utilised by Witness 3.

“I can, however, confirm that the Mercedes-Benz E350 motor vehicle, that was utilised to transport me, was the same vehicle that was

previously utilised by Witness 3...”

You confirm that?

MR PITA: I can confirm that, Chair, but he actually used that vehicle for Mr Singh whilst at Eskom and then when he returned to Transnet, the vehicle returned.

ADV MYBURGH SC: Alright. And then at 5.6 you deal with the issue of logbooks that you have already touched on. And the point that you have already made at paragraph 5.7, you say:

10 “As previously mentioned, I find it difficult to understand that Witness 3 has ability to refer to approximate dates and times throughout his testimony in circumstances where the logbooks allegedly became lost...”

You want to add anything to that?

MR PITA: Chair, I find it strange. Especially, in light of the fact of that they did not report to me but he reported to Group Security and Group Security was Witness 1. I do not want to, obviously, divulge any names. And in Witness
20 1’s testimony it was based on the exact fact because they were all providing evidence on the same date, the 13th of August last year. Witness 1 had records, had logbooks related to any of his trips.

So I find it quite interesting and strange that the logbooks were kept by Witness 1 but now we cannot find

the logbooks to provide any evidence to his testimony.

ADV MYBURGH SC: Alright and then at your paragraph 6, you go on to deal with what Witness 3 says in his paragraphs 59 to 62 and in broad summary, those paragraphs, as you know Mr Pita, are the ones where he deals with taking you to the Gupta residence and to Knox Vault. You say at paragraph 6.1:

10 “It is correct that Witness 3 on two occasions
drove me to what I later learnt was the
Saxonwold residence of the Gupta family...”

Would you confirm that?

MR PITA: I confirm that, Chair.

ADV MYBURGH SC: And then you say:

 “I attended that residence on further
occasions, driving myself...”

How many further occasions did you visit the
Gupta residence?

MR PITA: Three further occasions, Chair.

ADV MYBURGH SC: Can you remember when that was?

20 **MR PITA:** Yes, I can.

ADV MYBURGH SC: Please let us have those dates.

MR PITA: The first occasion that Witness 3 drove me to the Gupta residence, I did not know it was the Gupta residence, and Witness 3 did not advise me that it was the Gupta residence.

ADV MYBURGH SC: Okay, I am – we are going to come to those occasions. I am just interested – if we can just focus on the three other occasions.

MR PITA: In terms of timeline?

ADV MYBURGH SC: Well...

“I attended that residence on further occasions, driving myself...”

Are those all dealt with in the affidavit?

MR PITA: Correct.

10 **ADV MYBURGH SC:** Okay so we will come to that. It is not that there is anything else that we need to...[intervenes]

MR PITA: That is correct, Chair.

ADV MYBURGH SC: Alright, fair enough. When you say at 6.3:

“It is correct that that I have never left the Gupta residence with any bags filled with money.

20 I did, however, attend the residence on occasions with my laptop bag and/or book bag/case...”

MR PITA: That is correct, Chair.

ADV MYBURGH SC: Alright. You say:

“As stated above, I never received any money or other benefit from Mr Essa or the Gupta

family...”

MR PITA: That is correct, Chair.

ADV MYBURGH SC: And then you go on to say:

“The occasions mentioned below are the ones
that I can recall...”

And then you name them as the first one, Occasion
W.

10 “On this occasion, driven by Witness 3, I
visited the Gupta residence as per his
testimony...”

As I understand it. This is the first time that you
visited the residence?

MR PITA: Yes, that is correct, Chair.

ADV MYBURGH SC: You go on to say:

“On that occasion I did not know the address
that I attended was the Gupta residence...”

You say:

20 “I attended to the address on invitation of
Mr Essa in circumstances where Regiments,
who contracted with Transnet, ceded their
contract to Trillian...”

So are we able to get a – some sort of date in
relation to this? And what we do know is that contract was
ceded, I think it was in February 2016.

MR PITA: The contract was ceded effective

1st of March 2016.

ADV MYBURGH SC: Okay alright.

MR PITA: So ...[intervenes]

ADV MYBURGH SC: So I think when I talk about February, that is when Transnet was advised.

MR PITA: So Transnet was advised by Mr Eric wood ...[intervenes]

ADV MYBURGH SC: Okay.

MR PITA: ...who was the Director for Regiments at the
10 time around January of 2016. Mr Wood advised that they
were going through a restructuring process and that the
advisory section of Regiments that was performing the
work on the GFB contract would be transferring through a
Section 197 process through to a new company and that
company would be called Trillian.

Mr Wood also advised that he had new
shareholders that he would like me to meet and they would
be extending an invitation and that these shareholders will
really be controlling shareholders, who would be assisting
20 in providing cash flow for the business to grow. And that
ultimately the vision was to create a black owned local
management consultancy that would compete with the likes
to the McKinsey's of the world.

ADV MYBURGH SC: Okay. So I think you – then what
you say accords with what I have here. I know that the –

we have seen it with other witnesses. I think the GFB contract was actually transferred with effect from, as you say, the 1st of March 2016. So was that when there was this transfer?

MR PITA: Chair, what happened was. We received a notice of cession from Mr Pillay from Regiments. That was in March. It was on the 15th of March 2016. Notifying Transnet that they had ceded the contract with effect from the 1st of March.

10 **ADV MYBURGH SC:** Okay.

MR PITA: And that Trillian would be working on their behalf.

ADV MYBURGH SC: So, I think, Mr Pita, what I am getting at. Knowing that now, can you give us a date, approximate date of when you first then went to the Gupta residence, given that it dealt with this issue?

MR PITA: Chair, I would say it was February of 2015. Mr Wood had, obviously, advised me of the potential changes in January and said that I was going to be
20 meeting the – let us call it the main shareholder of the Trillian Group and that they would reach out to me for a meeting to discuss the cession.

ADV MYBURGH SC: So who – sorry, who told you that?

MR PITA: Mr Wood.

ADV MYBURGH SC: Mr Wood. Alright. So you say this

occurred roundabout February 2016?

MR PITA: Correct, sir.

ADV MYBURGH SC: You go on to say:

“As I understood it, when the invitation was made, the purpose of the meeting was to discuss the contract and specifically the practical effect of the cession...”

And you were told that by Mr Wood.

MR PITA: Yes, that is correct.

10 **ADV MYBURGH SC**: Okay.

“The meeting took place in a separate office building at the premises.

I did not even realise that the address was that of the Gupta family after I left...”

Is that correct?

MR PITA: That is correct.

ADV MYBURGH SC: Then you say:

20 “Although I have no recollection of the duration of the meeting, I would agree with Witness 3 that it took about an hour because, ultimately, it was a one-sided affair during which Mr Essa boasted about how powerful and connected he was...”

You want to expand upon that?

MR PITA: Well, it is exactly as it says, Chair. The

meeting, in my mind, was to discuss the cession, which was not a *fait accompli* because there is a process that you follow when you just cede a contract. So, I had already advised Mr Wood that I would be looking to Procurement to provide me with advise around the steps that would be taken which would be to ensure that, you know, that Transnet is not prejudiced in any way and to get the appropriate approvals. So it was not a *fait accompli*.

10 So that is why I thought we were going to have this meeting but the meeting was more, as I have highlighted in my testimony here, that Mr Essa was boasting about how connected he was, especially politically, as well as through the business landscape of South Africa.

So that is generally it. We did talk a bit about the GFB contract but the main focus was, in my mind, him trying to show how powerful he was and I was not unaccustomed to that, having dealt in the public sector where people mention political connections.

CHAIRPERSON: What gave rise to him boasting about
20 how powerful he was? I ask that because another witness gave evidence here and said in a meeting which he had with him he boasted about how powerful they were. And he gave evidence what gave rise to that boasting. So in your case, do you know why he had the need to do that?

MR PITA: Chair, this is the second time that it had met

the man. I did not really know him.

CHAIRPERSON: H'm.

MR PITA: He was very, very different from the first meeting that we had. And I felt that our meeting was supposed to discuss the contract. So I immediately went into that mode, sort of discussing the fact that there are certain procedures that have to be in place in order to continue with the session. And he ignored that and it almost that that was a *fait accompli*.

10 He was not really worried about that. And said that he wanted me to understand that he was not like other businessmen or billionaires, even, that he have met. He was very powerful and very connected throughout the political landscape and business landscape. So... Yes, Chair.

CHAIRPERSON: Well, the other meeting that I am talking about. The evidence is that he was in that meeting trying to get the other person who was in the meeting - there were a few people I think in the meeting, Mr Bester - to
20 agree to partner with one of his companies or companies associated with him in that deal connected with Transnet.

And Mr Bester did not seem to be agreeing to that and Mr Bester gave evidence that it seemed that it was a way of Mr Essa showing him how powerful they were because Mr Bester says Mr Salim Essa said: Well, we are

very powerful. I can tell you that the next – we have decided that the next boss of Eskom is – will be Mr Brian Molefe.

And when, indeed, Mr Brian Molefe became the Group CEO of Eskom and Mr Bester learnt about this, he thought back to what Mr Salim Essa had said in that meeting. So here you are saying he was boasting about how powerful he was and his political connections.

MR PITA: It is interesting that, Chair. I do not know
10 anything about that but, yes, I would say that there is a border between confidence and arrogance and he was definitely very arrogant.

CHAIRPERSON: H'm, h'm.

MR PITA: Chair, I also recall. I asked him – he was – he said he wanted to be hands on in the session and that he had this vision about creating this black owned business but when I suggested he join our weekly or monthly meetings at the Carlton Centre, he suggested, please, if we could meet at his office because he had a very negative
20 experience, an attempted hijacking in the CBD. So he suggested that we meet at his offices. And that is how we closed that meeting.

CHAIRPERSON: Okay. Mr Myburgh.

ADV MYBURGH SC: Did you get a sense from Mr Essa that he had previously attended upon Transnet offices at

the Carlton Centre?

MR PITA: No, Chair, I did not get that sense. I cannot really comment on that from a factual point of view, no. What I did find, even in our first meeting, is that he really knew about MDS, which is the Marketing Demand Strategy that Transnet had adopted. He had a good understanding of the projects that Transnet was undertaking.

ADV MYBURGH SC: Ja. Well, that was before your time, certainly as acting CFO but, yes, I think it is probably fair
10 to say he had a very good understanding of that and certainly of the acquisition of the 1064 locomotives. It might appear. But let me just ask you. When you met with Mr Essa, did you understand then that he was the majority shareholder of Trillian?

MR PITA: Yes, Chair, he made it very clear that he owned Trillian Holdings which owned 60% of Trillian Capital Partners.

ADV MYBURGH SC: Okay. You say at paragraph 6.13:

20 “It was only Mr Essa and myself who attended this meeting and I left the meeting with the impression that Mr Essa wanted to boast and convey to me that he was powerful and connected and insinuated that he was more powerful than most businessmen I would generally meet.

They had a strong sway or influence across the political and business landscape of South Africa...”

We have already dealt with that.

MR PITA: Yes.

ADV MYBURGH SC: Is there anything that you want to add to that?

MR PITA: No, Chair.

ADV MYBURGH SC: Now what Witness 3 says is that this
10 first meeting, as he puts it at paragraph 60:

“I recall that on the first occasion that I transported Pita to the Gupta residence was on the Friday in the immediately preceding the week in which he was appointed as the Transnet CFO...”

Now you have said that this meeting took place roundabout February 2016. So I suppose you may not be at odd much in relation to the timing, but what you – is that correct?

20 **MR PITA:** No, Chair, I think the meeting took place around February. I think that the meeting of, I have put in my testimony that I felt that the first visit took place after I have become ...[intervenes]

ADV MYBURGH SC: Ja.

MR PITA: ...the permanent CFO, which was in February

...[intervenes]

ADV MYBURGH SC: Sure.

MR PITA: ...which was on the 1st of February.

ADV MYBURGH SC: Ja.

MR PITA: The reason I say that is because I recall talking about Valentine's Day for some reason.

ADV MYBURGH SC: Okay but the point is, both of you are in the month of February.

MR PITA: Chair, if I read Witness 3's testimony which
10 says ...[intervenes]

ADV MYBURGH SC: A week before the 1st of February.

MR PITA: A week before.

ADV MYBURGH SC: Alright.

MR PITA: A week before means, January.

ADV MYBURGH SC: Okay so he is talking about the end of January. You say it happened in February.

MR PITA: Yes, Chair.

ADV MYBURGH SC: But what you deal with at paragraph
6.14 is this insinuation that the meeting had anything to do
20 with you appointment.

MR PITA: Yes.

ADV MYBURGH SC: Alright.

MR PITA: As I was already appointed.

ADV MYBURGH SC: Ja.

MR PITA: And I deny that, you know ...[intervenes]

ADV MYBURGH SC: Insofar as the – insinuation or suggestion, you deny that?

MR PITA: Yes, Chair. First of all. I did not even know that it was the Gupta residence. I deny and I reject that I was appointed due to this meeting. And I did not even meet anybody from the Gupta family and I know and I am sure you all know, Chair, the appointment of any Executive Director of an SOE is a long and established process which takes time and follows the process whereby the board will
10 make a recommendation to the Minister of the Department of Public Enterprises. And the Minister, if is approving, would then make a recommendation to Cabinet who would then approve an appointment. It does not take a week to do.

ADV MYBURGH SC: Ja, I think we – ja, we do know that, as you say. Just incidentally. When did you come to learn that you actually had visited the Gupta residence?

MR PITA: It was on the second occasion that I went to visit.

20 **ADV MYBURGH SC:** So when you left that first meeting you did not know that was the Gupta residence?

MR PITA: No, it looked like one of these old estates that had been converted into offices that you would see along the Jan Smuts or Westland.

ADV MYBURGH SC: Alright.

MR PITA: And my CP, who confirms that he had been there in the past with Minister Gigaba and Mr Singh, did not notify me that it was the Gupta residence.

ADV MYBURGH SC: Alright. So at 6.17, you say:

“I cannot recall the exact date of the meeting but it was concerned with the cession of the Regiments contract to Trillian...”

And then, as you have said, at 6.18:

10 “I was appointed as the acting Group Chief Financial Officer on the 1st of August 2015 and permanently appointed on the 1st of February 2016...”

You say:

“To the best of my recollection, this first visit, to what I later learnt to be the Gupta residence, took place after my permanent appointment...”

Alright. So that is Occasion W. Then we get to Occasion X.

20 “It was during my next visit to the address that it learnt that the residence was that of the Gupta family...”

You say:

“I drove myself to the address on the second occasion, as the visit to the best of my

recollection occurred over the weekend...”

You say at 6.22:

“I was invited by Mr Essa on the basis that an influential Indian businessman (I cannot recall his identity) wanted to consider investment in South African projects...”

Is that correct?

MR PITA: That is correct, Chair.

ADV MYBURGH SC: Now when did this meeting occur?

10 **MR PITA**: Chair, this meeting occurred around April 2016.

ADV MYBURGH SC: Now had you had any further interaction with Mr Essa then between the February 2016 meeting and this April 2016 meeting?

MR PITA: Not to the best of my knowledge. No.

ADV MYBURGH SC: Was Trillian during this time providing services to Transnet?

MR PITA: Trillian was providing services to Transnet. Mr Essa and his monthly meetings that he wanted us to undertake really started in earnest, probably, from between
20 April to September of 2016.

ADV MYBURGH SC: Okay. Then at 6.23:

“I was requested by Mr Essa to make presentation in respect of publicly known Transnet Capital Investment projects for this businessman to consider on a public private

partnership basis which was an important avenue of investment in South Africa given that lack of internal available capital...”

You say:

“When I arrived at the address, I was invited into a different building than the one that I attended to before.

On the premises, i.e. this time one of the residences at the premises.

10 Inside I was introduced to, amongst others, Tony Gupta and at that point in time I realised that the address must be that of the Gupta family.

After I did the presentation that I was asked to do, I left...”

So who else did you meet with on that day? Was Mr Essa present during this meeting?

MR PITA: Mr Essa was present. Mr Essa greeted me at the entrance. It was a weekend. I went into a different
20 building other than the office building that I was at in the previous meeting with Mr Essa. He then introduced me to Mr Tony Gupta and then Mr Tony Gupta took over. So it was clear that he was the host of the meeting. There was an Indian gentleman who looked like the leader of the delegation that was there in the meeting room and he had

various – he had an entourage of advisors.

ADV MYBURGH SC: Alright.

CHAIRPERSON: Now this was the second occasion to the residence?

MR PITA: Yes, Chair.

CHAIRPERSON: Yes. Now, can I ask you something? Upon entering the residency, was there any particular procedure or requirements that were required of you as you arrived that you can remember? Were you – did you keep
10 your cell phone with you or did they ask for your cell phone?

MR PITA: Chair, when I arrived I was in my own car.

CHAIRPERSON: Ja.

MR PITA: So the first occasion that we went in, Witness 3 parked outside ...[intervenes]

CHAIRPERSON: H'm.

MR PITA: ...that had never been there and then I went through the gates. There are a lot security, a lot of cars all the time.

20 **CHAIRPERSON:** Ja.

MR PITA: On this occasion, I arrived at the gate and then they asked for my name and then I said I was here to see Mr Salim Essa and then they allowed me in. They would then take my car. They would go and park the car, which I found strange. And I was then invited by Mr Essa inside

but I was not asked to take my cell phone away, no.

CHAIRPERSON: Oh, that is interesting. And on subsequent occasions, you were never asked to hand in your cell phone until you ...[intervenes]

MR PITA: Chair, on the last and the second last occasion I was asked to take my cell phone ...[intervenes]

CHAIRPERSON: Oh, the second was the last?

MR PITA: The last and the second last occasion.

CHAIRPERSON: Yes.

10 **MR PITA:** I was asked to which I did not understand why.

CHAIRPERSON: Okay. No, that is interesting because some of the witnesses who have given evidence upon their visits there, I think they have included the process of their car being taken by somebody to go and park it but also the – said their cell phones were asked for and they got them when they came out ...[intervenes]

MR PITA: Chair, on this occasion, the second occasion ...[intervenes]

CHAIRPERSON: Ja.

20 **MR PITA:** ...that did not happen.

CHAIRPERSON: Okay. No, that is alright. Mr Myburgh.

ADV MYBURGH SC: Thank you. Can we then turn to Occasion Y? You say at paragraph 6.27:

“On the next occasion that I visited the premises, I was summonsed there by Mr Essa

as a result of Transnet's failure to make payment according to Trillian's liking..."

You say at 6.28:

"That I cannot recall the exact date but it must have been after June 2016 because at that stage, Transnet ceased making payments to Trillian on my instruction..."

And you want to just give us the background to that, please?

10 **MR PITA**: Yes, through you, Chair. On this occasion, Mr Essa – this was one of the first time that I saw Mr Essa was quite panicky. He had, basically, summonsed me to come and meet with him because I had stopped payments to Trillian. I made payments for work done up until May 2016 and that was based on signatures of all relevant process owners or senior members of management, either general manager level or CEO's of departments.

20 So, as is the norm in Transnet, you would not just sign off any payment but you would get a sign-off to verify that the work was done to the satisfaction and that we could then sign-off on the payment as authorised. But I seized making payments after – I think the last payment was in June. What happened was. We received a letter from Regiments, from Mr Pillay in August. Trillian had not provided invoices.

They, actually, had provided invoices but Transnet had not made payments but we received the letter from Regiments stating that the cession, in fact, had not taken place. I asked Group Legal and the legal counsel, Head of Legal, for guidance in this matter. Legal counsel drafted me a response because I also received a letter in September highlighting further concerns from Regiments that we were continuing with Trillian and that no cession had taken place and therefore Regiments' view was that
10 any work that was being done was for Trillian's benefit – Regiments' benefit, sorry – and that they should be paid.

Group Legal advised that we were not obliged to pay Regiments at all and it seemed like we were getting in a middle of a very nasty divorce. I asked that – through consultation with Mr Gama who was the CEO, DCE and the Head of Legal that we seize payments until we find out what is going on. So I did not sign off on any payment, whether they had been vetted by the business process owners, the CEO of a division, whoever.

20 We then asked that Legal to and get a legal opinion which we obtained from Werksmans and counsel as well. We received that in early October but we already made the decision that we were not going to be making payments to Trillian or to Regiments in this regard. It so happens that the legal opinions which we received on the

6th of October and the 13th of October reaffirmed our stance and stated that we should be not making any payments to either company until the legal standing of the session was finalised.

But it did say that all payments that we had made to Trillian up until then were reasonable and were expected of us and we had not done anything wrong. We shared that with the board and.. Ja, that is all I can say about that.

ADV MYBURGH SC: Can I just ask you? From
10 March 2016, was it well-known within Transnet that Mr Essa was a majority shareholder of Trillian?

MR PITA: It would have been known to the Procurement Team. Actually, what happened was. McKinsey was previously a subcontractor to Regiments in the GFB contract. If you had to go back through history. Regiments were the subcontractor to McKinsey in a number of contracts. And the idea of supply development was that large international companies, such as McKinsey, would then help groom local organisations to be able to start
20 competing at their level and it was then decided that Regiments was at that level and would be able to start leading engagement.

So the confinement for GFB, which was requested by Mr Gama through TFR and compiled by him in March of 2015, was signed of by Mr Singh and Mr Molefe and

Regiments was the lead contractor with McKinsey as subcontractor. As the RFP process was finalised the award was made and the letter of intent signed in May of 2015 by Mr Gama and they started work.

McKinsey advised Transnet in February in a letter, I think it was late February 2016, that they were no longer going to continue the work in the GFB contract. They had done what they needed to do and they also highlighted to me in a meeting, it was Mr Fine from McKinsey and I think
10 Mr Sagar, that McKinsey had done its own due diligence process and found that through another engagement that they were doing with Trillian and Regiments, I think it was with Eskom, that there was a conflict where Regiments had acted as supply development partners but they were also their partners on the engagement working for Eskom.

They also highlighted that they could not get clear on ownership details of Trillian. So I made it very, very clear to my procurement team that when they were looking at vetting this vendor, because remember, we had not ever
20 worked with Trillian Capital Partners before, that we follow process and we ensure that we vet them and if there is any reason that we do not do business with them, for example, if a director is blacklisted or if the company has been blacklisted or any of its shareholders then we would, obviously, not do business with them.

So I made it clear that just having Trillian Holdings earning 60% of Trillian Capital Partners was not good enough for me and I had asked the Procurement Team to delve deeper. I wanted to know who exactly was behind these entities and then we finally got the information from Trillian that – I knew that Mr Essa was a 60% shareholder. I wanted to show that he was a 60% shareholder and that is what was conveyed to the board in the request for cession. So it was known. It was in the documents and it
10 was there for everyone to see.

ADV MYBURGH SC: Alright. And when would that have been?

MR PITA: The procurement process for vetting took place in April once we had received acknowledgment from Mr Wood that he – and he accepted the cession and that he had unceded his rights from Regiments to Trillian Capital Partners so that initiated the procurement process. They follow certain procedures of vetting, the new vendor onto the system, make sure that there is no prejudice to
20 Transnet, and that the right quality will come out of the word. In other words, in this case it was exactly the same people that did the work previously with Regiments.

So that was not a problem. And there was no additional costs. It was the exact same costs. All that was required was approval from the delegated authority and

that happened in the 10th of May Business and Acquisition and Disposals Committee.

ADV MYBURGH SC: Alright. So let us go back to Occasion Y, the third time that you went there. You were summoned by Mr Essa. You cannot recall the exact date. You say it could have been after June. Then you say at 6.29:

10 “Transnet was informed about a dispute between Regiments and Trillian concerning the validity and/or existence of the aforementioned cession of the contract...”

You have dealt with that.

“As a result, Transnet obtained a legal opinion, which broadly speaking, advised that until such time as the dispute between Regiments and Trillian was result no further payment should be made to anyone of the two parties...”

20 We have dealt with that. Do you have anything to add there?

MR PITA: No, Chair, just that we, obviously, had dealt with Mr Wood during this period. We have also had various meetings with Mr Essa leading up to this but this was where, you know, there was almost a panic from Mr Essa that payments were not being made and he asked for

an immediate meeting because he was conscious of the fact that they had done work that was vetted and why is not Transnet paying them. I had already explained to Mr Wood that we received legal opinion and I expected that that message was relayed to Mr Essa.

ADV MYBURGH SC: So you say then at paragraph 6.31:

“Mr Essa summonsed me to come and explain the lack of payments.

I went to the address to explain it to him...”

10 Alright. You say:

“On arrival, I found Mr Tony Gupta to be present as well...”

Now is this one of the – this is penultimate meeting, as I have it. Is this one of the occasions where you had to hand over your cell phone?

MR PITA: Yes. Yes, it is.

ADV MYBURGH SC: Okay. So you can just explain that to us carefully? How did it work? What was the protocol?

20 **MR PITA:** So I arrived at the premises. I was ushered to security. Somebody took my car to be parked. We then went into one part of the estate, one of the residences and I was asked just before we went into the meeting by Mr Essa to please place my phone on an ornament outside the office. I asked why. He said: It is just better like that, please. These are the rules of the house. And I took my

cell phone out and it was still on ...[intervenes]

CHAIRPERSON: I am sorry. I have missed something. You asked why. What was his response?

MR PITA: It was the rules of the house.

CHAIRPERSON: Rules of the house? Okay.

MR PITA: And I placed my cell phone on the ornament.

CHAIRPERSON: H'm, h'm.

MR PITA: I was then ushered into the room and to my surprise I saw Mr Tony Gupta. I did not expect him to be
10 there.

CHAIRPERSON: Who did you see?

MR PITA: Mr Tony Gupta.

CHAIRPERSON: Oh, okay.

ADV MYBURGH SC: And just to confirm. On this occasion, you also drove yourself there?

MR PITA: Yes.

ADV MYBURGH SC: Alright. So you say – let us pick up
at 6.32:

20 “On arrival, I found Tony Gupta to present as well...”

And then you say at 6.33:

“Both Messrs Essa and Tony Gupta threatened me that they are politically connected and that Transnet should seriously consider to make payment to Trillian...”

Can you expand on that, please?

MR PITA: Yes, Chair. They found it very peculiar that I was so adamant that I was not going to make payment to them. They were almost expecting that I make payment to them because they demanded it. They were very demanding. I had explained in a courteous manner that we received a legal opinion that Regiments had actually said that there was no cession in place.

They said that there was a cession in place and
10 that their legal view was that we should be paying them because work that had been completed had been vetted and signed off by Transnet senior officials. I highlighted, once again, that the legal opinion is that we should not be paying either party, whether it be Regiments or Trillian until they had sorted their own issues out and that Transnet was not going to be dragged in the middle of it.

Already Transnet was getting a lot of reputational damage in the media as a result of this. And they did not take too well to that

20 **ADV MYBURGH SC**: And what did you make of the presence of Mr Tony Gupta?

MR PITA: At first I was surprised because I thought I – by the sound of Mr Essa's voice that he was panicking around the good of or the wellbeing of Trillian Capital Partners and its employees, talking about the fact that he would need

payment because he would need to pay his employees but at the meeting it did not seem that that was top of mind.

ADV MYBURGH SC: And I mean, who did most of the speaking at this meeting?

MR PITA: Definitely Mr Gupta.

ADV MYBURGH SC: And you say that:

10 “...that they threatened me that they are politically connected and that Transnet should seriously consider to make payments to Trillian...”

Did you understand what the insinuation was or what was the threat, actually?

MR PITA: Chair, I recall Mr Gupta getting out of his seat and pointing his finger at me and verbally abusing me on more than one occasion and using profanities on more than one occasion. And the gist of it was that he was telling me, do I realise how insignificant I am in the scheme of things and he did not even understand why he was even talking to me.

20 **ADV MYBURGH SC:** And just to confirm them. Do I understand that it was just the three of you present, you yourself, Mr Tony Gupta and Mr Essa?

MR PITA: That is correct.

ADV MYBURGH SC: And now did that meeting last for?

MR PITA: Not too long, Chair. It was quite clear that they

wanted payment and when I advised that payment was not going to be forthcoming they were almost taken aback and surprised at my attitude. And Chair, being the CFO of a large state-owned company you need to handle situations like this and you need to have broad shoulders and you need to stand your ground and I was not going to be threatened or intimidated.

And they felt, maybe, that their posture was not acceptable and that created a barrage of verbal abuse and profanities and them reaffirming their political connectiveness[sic] and saying that I better make sure that payment be made.

ADV MYBURGH SC: Alright. Then we turn to Occasion Z. This is the fourth occasion. You say at 6.35:

“On the next occasion on which I visited the address was when Witness 3 drove me there.

I had a second occasion as referred to by Witness 3...”

You say:

20 “Before October 2016, inter alia myself, recommended to Transnet to cancel the Regiments cum Trillian contract.

This recommendation was made as a result of negative publicity and media coverage in respect of Trillian and the accompanying

reputational damage towards Transnet...”

You want to give us the background to that?

MR PITA: Yes, Chair. As I have mentioned earlier on. This was starting to play out in the news and as a state-owned company who prides itself on being an exemplar corporate citizen, we were not going to be caught in the middle of this ugly divorce. So we felt even before we received legal opinion, Mr Gama and I felt that we should recommend that we cancel the Regiments cum Trillian
10 contract, whoever contract is was. It was not worth having all this negative publicity. We have bigger things to do and we felt that we should recommend to the ADC that the contract be cancelled.

ADV MYBURGH SC: So you then at say at 6.38:

“Mr Essa became aware of this recommendation and threatened me to come and explain the recommendation which I did...”

Now, can you give us an approximate date then of this meeting?

20 **MR PITA:** Yes, Chair. This was sometime in 2017. It is a bit of context to what happened between us the contract and when the meeting actually occurred.

ADV MYBURGH SC: Alright. Well, give that to us.

MR PITA: So Chair, because Trillian was on the ground, Trillian advised that they would continue working even the

contract had now been cancelled. We evoked the section – it was in the contract, Section 23 if I am not mistaken, which highlights that you give the supplier one months' notice. That was signed on the 27th of October to both Regiments and Trillian in case the courts decided one was to be given the fees or the other.

The meeting was on the 20th of October, the ADC meeting where they concurred with out recommendation. The letters were written through to Trillian and to
10 Regiments, as I have mentioned and they served out their notice period still working. And Mr Wood, obviously, being there on the ground was still continuing to provide feedback in terms of the work that they were doing.

They still have their employees on the ground. And he also mentioned to me that there were various invoices that had already signed off by business process owners amounting to R 36.8 million and that there were further invoices amounting to about R 25 million that have not even invoiced us yet. And I said to him: Well, what is
20 the point? If you have not come back to us on the legal matters, what is the point of doing any invoice at this stage? Because we had been told that we are not going to make payment.

So he had mentioned this R 61.3 million that he believed was owing to them based on the work that they

had done. And he also mentioned that they provided value of about R 600 million already in terms of cost saving and potential revenue that might have been lost as a result of the work whilst they were not being paid.

ADV MYBURGH SC: Alright. So can you put a date then to the meeting?

MR PITA: Okay so the meeting at the Gupta residence took place sometime in 2017. This meeting definitely took place, probably, towards the latter part of 2016 when they
10 were still working. So that, probably, would have been November ...[intervenes]

ADV MYBURGH SC: November 2016.

MR PITA: Yes.

ADV MYBURGH SC: Alright. Now, I mean, given the experience that you had in June 2016 just a few months before, really. Why did you set yourself up for another meeting with Mr Bester – oh, sorry, Mr Essa and Mr Gupta?

MR PITA: Well, Chair, I did not set myself up for anything. Chair, the feedback that I got – well, actually, I
20 had incessant phone calls from Mr Essa. Mr Wood asked if I could please Mr Essa and said that they were close to resolution of the matter with Regiments. He even said or suggested that they would put up a performance guarantee against the payment.

So he – Mr Wood actually suggested that Mr Essa

told him to tell me that they would put a performance guarantee and if the courts decided that Regiments were correct and no cession had actually taken place, then we would get out money back. I even joked and I said: Well, you guys do not have any bank accounts, based on the media reports.

And Mr Wood spoke about the Bank of Baroda and I said: Please, let us not even go there. So this had happened in that time and I did not agree to go to any
10 meeting. Mr Essa had asked me to go meetings on a number of occasions. The year finished in 2017. Once again, he asked me to come to a meeting and then on one particular day but, you know, specifically I recall there was a difference here.

He said finally they have reached a resolution. They solved the matter and the legal issues between Regiments and Trillian were a thing of the past and that the business was still hanging on a threat and we could still save Trillian Capital Partners. And it was on that
20 basis that I went to go and see Mr Essa.

ADV MYBURGH SC: So you say at 6.36:

“There had been a recommendation to cancel..”

And then at 6.38:

“Mr Essa became aware of this

recommendation and he threatened me to come and explain the recommendation which I did...”

What do you mean by that?

MR PITA: So Chair, you must understand that there is a time-lapse between the cancellation of the contract, which ended on the 27th of November 2016, to and obviously Mr Essa being aware of it being cancelled. Me having a meeting with Mr Wood discussing the matter and him
10 almost talking on behalf of Mr Essa and saying: Please go and meet him.

And Mr Essa asking me to meet him, me refusing, and eventually in 2017, him saying that all aspects between Regiments and Trillian have been resolved. And that is when he, basically, said: Listen, you better come because it will be your fault if Trillian Capital Partners closes now. People will lose their jobs.

ADV MYBURGH SC: Okay. So I just want to get this clear. I thought you said that this meeting happened in
20 November 2016. Do I understand from what you say now is. In the light of the time-lapse that you have explained that it probably happened in early 2017?

MR PITA: The meeting I referred to in November was the meeting with Mr Wood.

ADV MYBURGH SC: Alright.

MR PITA: The meeting that I talk about at the residence was in 2017.

ADV MYBURGH SC: Would that have been in early 2017?

MR PITA: I would say early 2017.

ADV MYBURGH SC: Alright. So the context of the thread, as you explain, is that: Look, the survival of Trillian and these jobs are an issue. You need to come and explain this. Is that right?

MR PITA: Chair, it is exactly that. He made it very clear
10 that as a state-owned company I would be responsible for the loss of jobs, a lot of black professionals. And he again emphasised the fact that they were trying to create a local South African made consultancy which was black owned. And if we did not make these payments, after they had already reached agreement with Regiments, that the company would close down.

ADV MYBURGH SC: So at paragraph 6.39, you go on to say:

20 “Mr Essa, myself and Tony Gupta were present during this meeting...”

Was it just the three of you?

MR PITA: That is correct, Chair.

ADV MYBURGH SC: And was this another occasion where you were asked to turn in your cell phone?

MR PITA: Yes, that is correct. Before I entered the room,

I was asked by Mr Essa to put my cell phone on the ornament.

ADV MYBURGH SC: It was the same protocol as before?

MR PITA: It was the same protocol and the same room.

ADV MYBURGH SC: And the same ornament?

MR PITA: Excuse me?

ADV MYBURGH SC: The same ornament where you say you placed your phone?

MR PITA: Yes, funny enough, yes.

10 **ADV MYBURGH SC:** Alright.

MR PITA: As usual, there were cars outside. There was – I could hear meetings taking place in other rooms but it was the same room as before.

ADV MYBURGH SC: Then you say at 6.40:

“The meeting ended extremely unpleasantly in the sense that was repetitively threatened...”

Alright. Do you want to deal with that?

MR PITA: Chair, this was a very strange meeting. I came with the mindset that I was going to be served or furnished
20 with some sort of legal papers, showing that the matter between Regiments and Trillian and had been finalised and the cession had been agreed. I asked for that and they said but no they would be sending that through, but Mr Gupta then took charge of the meeting and started going backwards, talking about the fact that they have already

done work to the value – his number was R 16 million, it was already vouched and you – he spoke about the R 600 million of value that they have created and they have not been paid a cent for it.

And he asked Mr Essa to provide more detail but the R 600 million was the figure that they have come up with. We have never vetted that in way or form. And he even suggested that, you know, it is common practise to pay 10% of the savings. So R 60 million was due to them.

10 I then suggested that to please provide me with the evidence that Regiments and Trillian's cession matter was finalised.

Again, he said that would be send through to us but he came back to when are we going to pay them. And he also highlighted, almost verbatim that they would be prepared to offer a payment guarantee. And he even mentioned that it would be with an international bank. So, clearly, there had a been discussion from my meeting with Mr Wood and with Mr Essa and Mr Gupta.

20 I find it strange that Mr Gupta replicated the offer of a payment guarantee because a payment guarantee, whether it be on demand or not, would suggest that if in the occurrence that Regiments did not hold the cession as true, then we would be able to get our money back but on the same token and their contradiction, they were advising

that the matter had been settled.

So I took the position to say that I would not be able to make the payment until the legal process was finalised. I even suggested that why do they not bring their legal teams, Regiments' legal teams and Transnet's teams together so that we can see how this is being resolved and let the legal teams then provide us management with the recommendation. That is when the meeting got incredibly unpleasant.

10 **ADV MYBURGH SC**: So what did you make of or what did you think the relationship was between Trillian and the Guptas?

MR PITA: Chair, I always felt that Mr Essa was the main shareholder of Trillian Capital Partners, a 60% shareholder which, we had seen through Trillian Holdings. And it became evident to me in the meeting that Mr Gupta was obviously and investor in Trillian.

ADV MYBURGH SC: Had that become clear to you at the June meeting as well?

20 **MR PITA**: The June meeting?

ADV MYBURGH SC: So the previous meeting.

MR PITA: The previous meeting was, I said, probably around October.

ADV MYBURGH SC: Alright. Okay. Sorry, my note must be wrong. But did you gain the same impression at the

October meeting then?

MR PITA: I gained the impression that Mr Gupta had interests in the matter between Trillian and Regiments being resolved, not that he had an investment per se. That was the impression I got. But again, Chair, I just want to be completely factual. I do not want to speculate. So I did not have any evidence to suggest that he was part of the initial holding in Trillian. No.

ADV MYBURGH SC: Then you say at 6.42:

10 “Mr Essa and those he represents frequently mentioned that they saved Transnet R 600 million and that they, therefore, expected, at least, a payment in the amount of R 60 million...”

I think you have dealt with that. Is that correct?

MR PITA: That is right, that is right. That was after the – they threatened me. They – I just added that because it was part of the discussion.

ADV MYBURGH SC: Alright. You go on to say at 6.43:

20 “In addition to the aforementioned occasions which I can recall the details of, I know that I have also met with Mr Essa on other occasions at their office building situated at the aforementioned premises and at other offices...”

So on how many other occasions?

MR PITA: So, Chair, the Gupta residence, only one occasion.

ADV MYBURGH SC: One additional?

MR PITA: One additional occasion. That happened somewhere between April and September where I also met Mr Essa at his Melrose offices and had one lunch meeting with him, so around three to four occasions.

ADV MYBURGH SC: Melrose offices and then one lunch
10 meeting?

MR PITA: Yes.

ADV MYBURGH SC: And what did you discuss at these meetings?

MR PITA: We generally discussed the status of the contracts, we would also discuss special projects within the contract. You would often find Trillian being part of weekly meetings with Transnet management discussing the various facets of the GFP contract and also special project
20 factory, we called them, initiatives around how we would advance EBITDA and how we would look at improving cash flows as well as improving key ratios such as cash interest cover. So that was really what was discussed in those meetings. Sometimes Mr Wood would attend, sometimes he would not.

ADV MYBURGH SC: Alright, then you go on say at 6.44:

“I have no recollection of the dates and the purpose of the further meetings with Mr Essa at the office building situated at the aforementioned premises other than to say that such meetings were concerned with either the aforementioned contract or other possible Transnet capital investment projects.”

MR PITA: That is correct. I recall, Chair, that on one occasion I was going to meet him on a Friday and then Mr
10 Essa said that he could not meet as he was going to mosque and if we could possibly meet the next date. I was working on the weekend, as I work most weekends, and that was the one occasion that we spoke about, that I went to the residence so that makes up the five occasions.

ADV MYBURGH SC: Okay. Then you say at 6.45:

“I have already testified that I have never received a cent and/or any benefit from Mr Essa and/or any member of the Gupta family and neither have I done either of them any favours as far as I am concerned.”

20 **MR PITA:** That is correct, Chair.

ADV MYBURGH SC: You say at 6.46:

“The mere fact that I recommended the cancellation of the Regiments’ Trillian contract shortly after my appointment as Group Chief Financial Officer bears testimony to the aforementioned as well the fact that

on many occasion payment was sought and disapproved by myself.”

MR PITA: That is correct, Chair.

ADV MYBURGH SC:

“I at all relevant times considered my relationship with Mr Essa to be a professional one even though our relationship became extremely unpleasant as a result of his threats.”

Dealt with that.

10 **MR PITA:** That is correct.

ADV MYBURGH SC: 6.48.

“As far as I am concerned, I have never had any direct or indirect relationship of whatever nature with any person of the Gupta family even though Mr Tony Gupta was present on the three occasions when I met with Mr Essa.”

MR PITA: That is correct, Chair.

ADV MYBURGH SC: And you say that this takes care of various paragraphs of witness 3’s affidavit. Can I just ask
20 you, at paragraph 61 of witness 3’s affidavit, he talks of the second time that he transported you to the Gupta residence. He says this was sometime during 2017 and he says, referring to you:

“He was very upset when he returned from the meeting. He was red in his face and he swore a lot.

He mentioned something about 600 million payment and some timelines but I did not understand what it was all about.”

Might that be correct? You have also referred to 600 million.

MR PITA: Yes, Chair. I just want to refer to my affidavit to make sure that I am absolutely factual. Yes, Chair, that is correct.

ADV MYBURGH SC: Alright.

MR PITA: It is in different context, though. Obviously
10 witness 3 would not have known the context.

ADV MYBURGH SC: Sure.

MR PITA: But I was very upset with the fact that I had been so verbally abused, profanities thrown at me like I had never seen before and even though I have got thick skin I was quite upset and might have permeated when I entered the car.

ADV MYBURGH SC: Alright, fair enough. Then you go on at paragraph 7 to deal with paragraph 63 of witness 3’s affidavit. It is a short paragraph, so let me just read it to
20 you and then it will place in context what you say. Witness 3 says at 63:

“I did, however, transport Pita to Knox Vault opposite the Killarney Mall on approximately six occasions. This would usually be sometime during the week on the way to the office. In these instances I picked

Pita up at his house but instead of driving to the Carlton Centre we would first stop at Knox Vault where Pita would take a sports bag from the boot of the vehicle and go into the building. He would return a few minutes later with the same bag which now appeared to be empty. I would wait for him in the vehicle in the parking area. From Knox Vault we would usually proceed to the office.”

So let us deal with your response to that, Mr Peter, at
10 paragraph 7.1 you say:

“It is correct that both my mother and I contracted with Knox Vault and held safety deposit boxes with the vault.”

Is that so?

MR PITA: That is correct, Chair.

ADV MYBURGH SC: You go on to say that:

20 “The Commission took control of the box during June 2019 and provided my mother and myself with a letter dated 25 June 2020 stating that the Commission has finalised its investigation in relation to the contents of the safe deposit box. One gather that based on letters responding to the Commission that we were at all times willing to cooperate and provide the Commission investigators with access they required.”

Now we will come to the detail in a moment but at this point

in time you had only one box.

MR PITA: That is correct.

ADV MYBURGH SC: Alright.

“I append hereto the aforementioned letter of the
Commissioner’s annexure P1.”

Perhaps we can just go to that in case you want to comment
on it. That you find at page 1060. Is there anything you
want to highlight or deal with here?

MR PITA: Chair, just in paragraph 3 that the Commission
10 highlights that they have finalised its investigation in relation
to the contents of the box.

ADV MYBURGH SC: Alright, thank you.

MR PITA: Chair, we also – I just wanted to then add, at all
times, like to said in the testimony, we were willing to
cooperate and my mother’s lawyers had provided letters and
we can put that into evidence if required and we were
comfortable with the Commission being given unrestricted
access to the contents of the box.

ADV MYBURGH SC: Alright, then at paragraph 7.4 of your
20 affidavit you say:

“My mother together with my cousin co-owned a
restaurant situated opposite the Killarney Mall
directly adjacent to the premises of Knox Vault.”

What was that restaurant called?

MR PITA: Pizzeria Bello Forno and Chair, if I could just

highlight a clerical error in that paragraph?

ADV MYBURGH SC: Sure.

MR PITA: Just two words.

ADV MYBURGH SC: Ja.

MR PITA: I want to replace “opposite” with “in”.

ADV MYBURGH SC: With “in” ja.

MR PITA: And “adjacent” with “opposite”, so it should read, paragraph 4:

10 “My mother together with my cousin co-owned a
 restaurant situated in the Killarney Mall directly
 opposite the premises of Knox Vault.”

Apologies for that, Chair.

ADV MYBURGH SC: Fair enough, that is as we have it as well. So this was one of the restaurants inside ...[intervenes]

CHAIRPERSON: I am sorry, I made a note about opposite and is the other correction with regards to adjacent?

MR PITA: Yes. “Opposite”, Chair, should read “in”.

CHAIRPERSON: With “in”, ja.

20 **MR PITA:** And “adjacent”, Chair, should read “opposite”.

CHAIRPERSON: Oh, okay.

ADV MYBURGH SC: So this was one of those restaurants in the mall.

MR PITA: Correct.

ADV MYBURGH SC: And we – I suppose most of us know

that Knox Vault is opposite the Killarney Mall..

MR PITA: That is correct.

ADV MYBURGH SC: Alright. Then you say:

“When the restaurant was sold we opened boxes with the specific vault to store financial records as well as family items. The deposit boxes held all at the dimension of approximately 240 mm in width, the standard length and 130 mm in height.”

10 Alright, so that we will see from the documentation that we will go to in a moment, that is the dimensions of a large box, correct?

MR PITA: That is correct, Chair..

ADV MYBURGH SC:

“The relevance of the aforementioned dimensions of the safety deposit box as utilised by us is simply that it was used to store documents relevant of the aforementioned restaurant business and important family documentation as well as family valuables from time to time.”

20 **MR PITA:** That is correct, Chair.

ADV MYBURGH SC: You say at 7.6:

“Although I can recall that small amounts of foreign and local currency (the maximum of R30 000) may have been stored from time to time. The purpose of the deposit boxes was never to store money and/or to

hide cash.”

You confirm that?

MR PITA: I confirm that.

ADV MYBURGH SC: At 7.7:

“I specifically emphasise this fact because the reference in witness 3’s affidavit to the vault takes place within the context of his evidence that Mr Singh deposited money received from the Guptas at the vault. Even though he testifies that he never saw me exiting the premises of the Guptas with money, reference is nonetheless made to my visit to the vault within the same context and that of Mr Singh.”

Do you have any comment on those two paragraphs?

MR PITA: Those two paragraphs are correct, Chair. I see an inference where in the testimony by witness 3, he infers that he would take Mr Singh to the Gupta residence, Mr Singh would receive bags of money. He had actually in his testimony said that he actually saw cash and that he would take Mr Singh directly to the vault and that Mr Singh would deposit that cash and the bag would be empty and I did not want his testimony to get confused with my testimony where there are significant and material differences.

Firstly, he never saw me taking any money or bags from the Gupta residence. He never saw any cash at all as it relates to his testimony with me and he never took me from

the Gupta residence to the vault to deposit any cash and I want to highlight that as a clear distinction. In fact, Chair, the reason for the vault was never to store money or cash. I can actually comfortably ask the Commission or offer the Commission that they could provide or do a lifestyle audit on me. Chair, I have only one bank account so it will not be difficult. I have had one bank account for my entire working life in South Africa, just over two decades, I do not have twenty different bank accounts and everything in that bank account has come through my savings predominantly work from an audit firm and Transnet through either salaries or bonuses as well as any investment income, which would be small, and anything out of that account would account for all of my expenditure which would include things like divorce settlements, maintenance, utilities, school fees and even my wedding where I remarried. So everything was paid through one bank account and I would urge the Commission, I would invite the Commission to do a lifestyle audit on me, Chair.

ADV MYBURGH SC: Alright. Then you say at 7.9:

20 “Different size safety deposit boxes can be leased from the vault. If the purpose of such a deposit box is to hide money, one would expect the larger boxes to be rented.”

MR PITA: Yes, Chair.

ADV MYBURGH SC: Then you say – sorry, is there

anything you want to add to that?

MR PITA: No. Yes, Chair, logic prevails.

ADV MYBURGH SC: Alright.

“Be that as it may, I have already testified that I never received any money from Mr Essa and/or any member of the Gupta family. Accordingly, the purpose of such deposit boxes were utilised or for which deposit boxes were utilised were not for safekeeping or hiding money.

10 **MR PITA:** That is correct, Chair.

ADV MYBURGH SC: You say at 7.11:

“I cannot recall on how many occasions witness 3 drove me to the vault but I do agree that he had driven me there.”

Is that correct?

MR PITA: That is correct, so I had nothing to hide and witness 3 says he drove me there on six occasions. I have actually looked at the annexures that were provided by the Commission and it makes sense that he would drive me on
20 approximately six occasions to the vault. So that is correct.

ADV MYBURGH SC:

“The insinuation that I utilised the safety deposit boxes to hide money is rejected.”

MR PITA: That is correct, Chair..

ADV MYBURGH SC: You go on to say that:

“I obviously went into the vault with different bags, be it a laptop bag, sports bag or even bookcase depending on the reason for my visit. At all relevant times my visits were concerned with either depositing documents into the safety deposit box or extracting documents from the safety deposit box.”

Is that correct?

MR PITA: That is correct, Chair.

ADV MYBURGH SC:

10 “I append hereto as annexure P1 a record of my visits to the vault.”

Alright, that ...[intervenes]

MR PITA: That too, Chair, if I could just correct, you. Sorry, Counsel, P2.

ADV MYBURGH SC: I beg your pardon, P2. That you find at page 1062, is that right?

MR PITA: That is correct, Chair.

ADV MYBURGH SC: Okay, we will come back to that in a moment. 7.15:

20 “I do not agree with the suggestion that my visits to the vault took place at a fixed time of the day. As far as I can recall, I visited the vault whenever I had a reason to do so irrespective of the time of the day.”

Well, we see the times on annexure P2.

MR PITA: Yes, Chair, there is an inconsistency in witness

3's testimony in that he alludes to the fact that on a normal basis he would then pick me up from home and then en-route to the Carlton Centre, en-route to work, he would drop me off at the Knox to deposit money. He even alluded to the fact that it was a sports bag and only a sports bag and that it would be empty thereafter. And that is incorrect, that is denied. Firstly, I would use a variety of different bags, mainly just a normal laptop bag like this which had A4 documents that were as a result of a family business where I
10 would either deposit or take family documents and there is a reason why we kept the documents in a safety deposit box which I will discuss later on.

He also then says – he is inferring that it is happening at the beginning of a day on the way to work but if you look at the six visits and if I could take you, Chair, to page 1063, which were documents provided by the Commission, and the Knox – you will see that there were 16 visits, there is actually 17 visits, the last one being when we closed the vault after the Commission's investigations and
20 concluded and you will see, Chair, that after witness 3 became my close protection officer again, which is after September, we then have the second - the 10 February 2016, which was a Wednesday, at a variety of different times. We have two Saturdays and then there are a number of items leading up to the 2017/08/03. If you count those

visits, barring the Saturdays, they account for six visits. And that is why I agree with witness 3's testimony of around approximately three times. If you look at the times, the earliest time was 9.35. That accords with his testimony of, you know, on the way to work.

All the other times ranged from between 1.38 and 4.32. So if, as alleged, I had this big bag of money or sports bag, why would I leave it in the car of somebody else unsupervised or where there would be unrestricted access
10 until 1.38 or as late as 4.32? Or why, if I picked up money would I leave a bag unattended? It just does not make logical sense and I know that Knox is highly, highly secured. There are CCTV cameras, absolutely everywhere. I would advise the Commissioner to please look at those camera footages to see the different types of sizes of sports bags, laptop bags, Sir. So there is a variety of bags a person would use depending on what or how many documents you would pick up but I deny the fact that it was always on the way to work with a big sports bag and would be emptied
20 thereafter.

ADV MYBURGH SC: Can I ask you, I mean, did you also – did you follow the regime where witness 3 would pick you up at your house, take you to the Carlton Centre, take you back home in the evening because you have made mention already of driving your own car. What process

did you follow?

MR PITA: So there would be occasion where I drive my own car, that would be where the Chief Protection Officer, witness 3, was not available or the car was not available or both. So there would be those occasions. Generally one would be picked up at home and then taken to the various meetings and be dropped off. There were occasions where one would need to use your own car.

ADV MYBURGH SC: Alright. Then we get to paragraph 64
10 and this is where witness 3 deals with your meetings with Mr Essa. Perhaps I can just read it to you, it is a short paragraph again.

“During the period 2016 to 2018 I transported Pita on approximately 15 occasions to the ...”

How does one pronounce this restaurant.

MR PITA: Parreirinha, Chair.

ADV MYBURGH SC: Parreirinha.

MR PITA: Means little vine, that they grow grapes on to make wine.

20 **ADV MYBURGH SC:** Alright, so:

“...a restaurant in Turffontein for a meetings with Essa. They would have extended lunches and would drink a lot of alcohol. We would usually arrive at the restaurant at around about one o'clock on Friday afternoons and only leave around seven. Usually

when we left the restaurant Pita would be quite under the influence of alcohol and he would fall asleep in the vehicle on the way back to this house.”

Alright, so that is witness 3 says. What you say is that at paragraph 8.1:

“It is correct that I have attended this restaurant in Turffontein regularly between 2016 and 2018. In fact I still attend this restaurant.”

10 Is that correct?

MR PITA: That is correct, Chair.

ADV MYBURGH SC:

“Although specific reference to 15 occasions in this paragraphs is strange in circumstances where the log books are allegedly lost, I will not be surprised to learn that witness 3 drove me to this restaurant on approximately 15 occasions.”

MR PITA: That is correct, Chair, over the two and half year of service that he provided me, I would not be
20 surprised it would be 15 times.

ADV MYBURGH SC: You say that:

“The restaurant was conveniently situated between the offices of Transnet and my place of residence.”

Where is that?

MR PITA: It is in the South of Johannesburg.

ADV MYBURGH SC: Alright.

“I often arranged meetings at this restaurant (which is situated in public) with a variety of people ranging from colleagues, business people of all nationalities and all business communities, private, public, international, local, listed, non-listed, banks, audit firms, consultants, at the time also various Transnet employees.”

Alright. So you – and typically would you go there for lunch?

10 **MR PITA:** Chair, typically for lunch sometimes, then it would depend on the occasion.

ADV MYBURGH SC: Right. You say then at 8.5:

“I definitely did not have lunch with Mr Essa and the mentioned restaurant on 15 occasions as suggested by witness 3.

8.6: I recall one meeting with Essa at the aforementioned restaurant”

I think you have mentioned that before amongst those other occasions that you met with Mr Essa.

20 **MR PITA:** Yes, Chair, I do not think I have had lunch with anybody 15 times at exactly the same restaurant besides maybe my family.

ADV MYBURGH SC: Alright. Then you ...[intervenes]

CHAIRPERSON: I guess the point you are making is that you may have had lunch with him in that restaurant but not

so many times.

MR PITA: Once, Chair, to my ...[intervenes]

CHAIRPERSON: Only once?

MR PITA: Yes, Chair.

CHAIRPERSON: Okay.

ADV MYBURGH SC: Then you say at 8.7:

10 “Although I can recall that the meeting was in respect
of Transnet business, I cannot recall the specific
details. I can, however, confidently say that the
meeting was not of a social meeting and definitely did
not last from 1 p.m. to 7 p.m. as suggested by
witness 3.”

MR PITA: That is correct, Chair. In fact witness 3
highlights that this was on a Friday and, as previously stated
in my testimony, Mr Essa would normally go to mosque on a
Friday, so I find it hard to believe that I met Mr Essa on a
Friday. Additionally, Chair, from 1 to 7, I can recall a variety
of different times going to the restaurant and I would
sometimes be late because of business commitments, a
20 lunch that would start at two, I would get there at four and
only stay there until five and then move on. So it depended
on the situation.

ADV MYBURGH SC: Then you say at 8.8:

“As I already mentioned, I visit the restaurant for
various reasons with a variety of people.”

Alright. Then is there anything else you want to deal with before we get to paragraph 8.11?

MR PITA: No, Chair, we can continue.

ADV MYBURGH SC: At paragraph 8.11:

“Witness 3 could not have been mistaken about who I met at this particular restaurant and on how many occasions because I always invited him into the restaurant where he was seated separately but mostly in full view of with whom I was meeting with. At the
10 very least he had unrestricted access to.”

So I think what you are saying is here witness 3 is making this up, he would have gone with you to the restaurant, he would have known whether or not you were meeting with Mr Essa and on your version you had lunch once with him.

MR PITA: That is correct, Chair. On witness 3’s testimony, paragraph 64, which is in your book, red numbers 133, he says:

“During the period 2016 to 2018 he transported myself approximately 16 occasions to the restaurant
20 for meetings with Mr Essa.”

And that I deny. As I say in this paragraph, I always invited him in for lunch where he would be seated separately but would be in full view of me, if not, he would have unrestricted access, there would be times where I would have to have a document sent back to the office, he would

come to the table, he would see who I was with and also, this restaurant is not closed to the public, it is open to the public, it is – where anybody can go and as CPO, his duty was to ensure that I was protected. So I would expect him to have his eye on me.

ADV MYBURGH SC: Alright, then – I do not think we need to deal with paragraph 9 of your affidavit. Paragraph 10 you say at 10.1 that:

10 “Witness 3’s testimony in respect of Mr Gigaba and Singh in material respects differs from my evidence.”

I think you have mentioned that.

“The most material difference is that witness 3, as per his testimony, saw both Minister Gigaba and Mr Singh returning from the Gupta residence with money and in the case of Mr Singh, that money being deposited at Knox Vault. I am not surprised that there is no such evidence in respect of myself.”

MR PITA: That is correct, Chair.

ADV MYBURGH SC: And then at 10.4:

20 “In the circumstances, I reject the allegation in paragraph 67 of the affidavit where my name is mentioned in the same context as those of Minister Gigaba and Singh and specifically reject the allegation that I made any inappropriate interactions with any member of the Gupta family and/or Essa.”

MR PITA: That is correct, Chair.

ADV MYBURGH SC: Now to a large extent you then really repeat what you have said or it is a similar set of statements.

For example, at paragraph 10.11 you say:

10 “His inferences and conclusions contained in paragraph 69 is simply not supported by his own evidence and is untrue and 69 he says since I came to know about the whereabouts of the Guptas and Essa through media reports I realised that the visits of Gigaba, Singh and Pita to the Gupta residence and collection of money from the Guptas may form part of a bigger scheme of fraud and corruption and that I could no longer keep the information to myself.”

So you have made the point that you should not, on his version, be seen in the same light.

MR PITA: Correct, Chair. On his version, paragraph 67 to 70, insinuate that I should be seen in the same light and there is no evidence to suggest that.

20 **ADV MYBURGH SC:** Alright. Is there anything else that you want to deal with after paragraph 10.11?

MR PITA: I suppose, Chair, just to reemphasise the fact that – well, firstly, just on the vaults, I just want to highlight on page 1063, which is the black numbers, we highlight that there are 17 visits – 16 visits on the record but 17 when we actually closed the vault, I just want to highlight that on the

date that we stopped making payments to Trillian and Mr Essa and that we actually cancelled the contract which was – the last payment was in June of 2016, you can see that we visited the vault on 12 occasions which included the closure of the vault out of the 17. That is more than 70% of our visits after we have effectively not paid Essa or not benefitted Essa or any member of the Gupta to cancellation of the contract and stopping payment. So if the reason for the vault was to collect cash and to safeguard it, that makes absolutely no sense, Chair.

Chair, also just to highlight, after paragraph 10.11, to you that I only paid for three months of the nine months work done even though I was under pressure and I was under threats. I always acted in the best interest of Transnet and held firm in terms of the legal opinion provided. We definitely did not benefit Mr Essa or the Gupta family by doing that and I also want to highlight to you, Chair, that there was even a property tender that Mr Gama had told me there was a tip-off that one of the entities that were working on the Trillian contract were involved in the proposals and I had asked Group Procurement to look into this, it was a tender that Transnet Property were involved in and we indeed found that one of the components that had provided services or advisory services in the GBF contract were a tenderer in that contract and that was a conflict of interest and there is email documentation from

myself to the head of internal audit at Transnet, the CEO of Transnet Property and the Procurement team at Group that if that was the case that that tender would be cancelled.

I also can add that on various occasions and it is minuted in board meetings, in board audit committee meetings, board risk committee meetings that I implored the board to fast track the investigation of the 1064 process and to investigate all other matters related to McKinsey, Regiments, Trillian, etcetera. And I did this because the local funding institutions
10 were finding it difficult to lend to Transnet and we were looking at then going to overseas lending, which would be far more expensive and we also thought it was the right thing to do.

So when the Gupta Leaks came out in 2017 Mr Gama and I were adamant that we should report all the cases to the Hillbrow police station which was handled by head of legal and that we should report all matters in terms of PRECCA from a board perspective and that all items should be investigated. So, Chair, this is not in keeping with a
20 Gupta stooge.

ADV MYBURGH SC: Can we turn to the Knox documents? You will appreciate that the Commission is familiar with these documents by now or documents of this sort. Unfortunately, they are not in a chronological order so I am going to jump around a bit. If I could ask you please to start

at page 1064 and this appears to be the first box that was rented. You will see, if you go to page 1065, that you signed for it on the 2 June 2015. Would you confirm that?

MR PITA: Yes, Chair, confirmed.

ADV MYBURGH SC: 2 June 2015. And that was box number 3408, correct?

MR PITA: That is correct, Chair.

ADV MYBURGH SC: Now what you see is that the first authorised individual was your mother and then the second authorised individual, that is blank, but when you sign, you
10 sign in that capacity, is that correct?

MR PITA: Yes, that is correct, I am the second authorised individual.

ADV MYBURGH SC: So that is box one. If you then go to page 1071 you will see that this is the second box which you signed for on the 19 June 2015. Do you see that?

MR PITA: Yes.

ADV MYBURGH SC: And here, as you have told us, it is apparent that you rented a large box, that is with the
20 dimensions that you have mentioned in your affidavit.

MR PITA: All the boxes were large boxes.

ADV MYBURGH SC: Ja. But those are the dimensions.

MR PITA: Chair, basically at Knox you have large – well, small, medium, large which all have the same width and the same length and then the only difference is the height.

ADV MYBURGH SC: It is just the height, the difference.

MR PITA: And between small, medium and large, they were quite a small difference ranging between I think it is 88 millimetres, 104 millimetres and 130 but then there's a big jump when you get to extra large and extra, extra large.

ADV MYBURGH SC: They are double the size.

MR PITA: They are double and they actually quadruple.

ADV MYBURGH SC: Ja.

MR PITA: And the amount to pay for those boxed are
10 significantly different.

ADV MYBURGH SC: Yes, absolutely.

MR PITA: Whereas the 82, 130, are all more or less the same price range. You will also find, sorry, Chair, just out of interest, the box dimensions width is 245 – well, sorry, the length through is 445 and then the width of the box is 241 millimetres.

ADV MYBURGH SC: Yes.

MR PITA: And A4 piece of papers is 210 millimetres, so an A4 document fits quite nicely and then an A5 would fit with
20 the space that is left within the box.

ADV MYBURGH SC: We will come to that and we will compare the boxes that you had to the boxes that Mr Singh and you will see that most of his boxes were also large boxes. He then had an extra large and extra extra large but we will come to that in a moment.

I just wanted to point out, when you took the second box, number 3413, here you paid annually for the whole year in cash, is that so?

MR PITA: That is correct.

ADV MYBURGH SC: Why?

MR PITA: That was from the money of the business, these boxes were opened for the business, opened on behalf of our mother and we paid through the money of the business.

ADV MYBURGH SC: Yes but why did you pay cash?

10 **MR PITA:** Well, it was cash coming from the business. We sold the business, there was still cash in the business.

ADV MYBURGH SC: Alright, we will come to the dates in a moment, but – so this is money from the business?

MR PITA: That is correct.

ADV MYBURGH SC: You sold the business for cash?

MR PITA: No, we had – we sold the business and we had cash in the business while the business was operating.

ADV MYBURGH SC: Oh, I understand, alright. Okay, so that is box number two. Then let us go to box number three.

20 That you find at 1070. This you signed for on the 4 August 2015, is that right? Page 1070.

MR PITA: That is correct, Chair.

ADV MYBURGH SC: Okay. Again you pay cash.

MR PITA: Yes.

ADV MYBURGH SC: So again it is the name of the client is

your mother but you are the one effecting the transaction.

MR PITA: That is correct, Chair.

ADV MYBURGH SC: Okay. Then let us get to the fourth and the fifth box. So the third box is number 3452. The fourth and the fifth box you find at page 1069. There you sign on the 3 September 2015, do you see that?

MR PITA: Yes.

ADV MYBURGH SC: And again you pay cash.

MR PITA: That is correct.

10 **ADV MYBURGH SC:** And now this time you rent to large boxes.

MR PITA: That is right.

ADV MYBURGH SC: Numbers 2931 and 2927, correct?

MR PITA: Correct.

ADV MYBURGH SC: So now you have five boxes, correct?

MR PITA: That is correct.

ADV MYBURGH SC: Then we get to the last two boxes, those you find at page 1068, alright, and you sign for them on the 2 December 2015.

20 **MR PITA:** That is correct, Chair.

ADV MYBURGH SC: Then in your mother's name and you are duly – well, your mother and your name is written at the top, you effect the transaction, correct?

MR PITA: Correct.

ADV MYBURGH SC: And here you get two – an additional

two large boxes in December of 2015.

MR PITA: That is correct, Chair.

ADV MYBURGH SC: So that takes us to seven, correct?

MR PITA: That is correct.

ADV MYBURGH SC: And then what happens is, if you go now to page 1078 you will see that on the 24 February 2017 you cancel one of these boxes, is that correct?

MR PITA: That is correct.

ADV MYBURGH SC: That is, you cancel box 3063 and you
10 are left then with six, right? If you then go to page 1080 you will see on the 7 October 2017 your mother then seems to effect a transaction where five boxes are cancelled, correct?

MR PITA: That is correct.

ADV MYBURGH SC: And that then leaves you the one that was seized by the Commission.

MR PITA: That is right.

ADV MYBURGH SC: Alright. So perhaps just to make this easier for us, if I could just go then to page 1063, we see the access records. I have just made some – I have made a
20 copy of that page and I have made – in fact what I have copied is your P2, 1062. You will confirm that 1062 and 1063 is the same document?

MR PITA: Correct, Chair.

ADV MYBURGH SC: Alright. I have made a copy of your P2 and I have made certain annotations on it. Perhaps I

could just hand that up to you, it will assist in my questioning. So what we see then, Mr Pita, is I – you will see that I have entered the date and these are done in the American way, we have got the year first and then the month and then the day which has caused some confusion before, but what I have done at the bottom, is I have written 2 June 2015 because when you got the first box on that day you will see that there is no access record.

So on the 2 June 2015 you get one large box, right?
10 Then two weeks later on the 19 June 2015 you get another large box, right? Then two weeks later on the 4th – oh sorry, two months later, or so, month and a half later, on the 4 August 2015 you get another large box.

MR PITA: That is correct.

ADV MYBURGH SC: Then a month later on the 3 September 2015 you get two large boxes.

MR PITA: That is correct.

ADV MYBURGH SC: And then what we see is between those two visits on the 4 September 2015 and the 10
20 February 2016 you effect a transaction on the 2 December 2015 where you get another two large boxes. Do you see that? So there is no access record for 2 December 2015 but you effected a transaction on that day.

MR PITA: That is correct, Chair.

ADV MYBURGH SC: And then you got two large boxes.

MR PITA: That is right.

ADV MYBURGH SC: So now you had one, two, three, four, five, six, seven. That takes us to seven, right? And then we trace up to 24 February 2017. One is cancelled and you trace up further to 7 October 2017, then five are cancelled, then you are left with one. Is that right?

MR PITA: That is correct, Chair.

ADV MYBURGH SC: So what we have is that you acquire, in summary, seven large boxes in six months from 2 June to
10 2 December.

MR PITA: That is correct.

ADV MYBURGH SC: And for four of the seven you pay in cash, correct?

MR PITA: Is that what is depicted on the records?

ADV MYBURGH SC: I think so, we can go back to it, if you want.

MR PITA: Yes. Okay, I will take it as correct.

ADV MYBURGH SC: Alright. And the cost of all of these seven boxes I have at – you would probably know better than
20 me, but approximately R30 000 a year, is that right?

MR PITA: Well, it would depend on the year, Chair.

ADV MYBURGH SC: It might actually closer to R28 000 per year.

MR PITA: Yes, it was closer to around 25 000, yes.

ADV MYBURGH SC: Okay, well perhaps – I suppose we

may be adding the VAT or subtracting and of course there was a time where you got a discount.

MR PITA: Yes, that is correct.

ADV MYBURGH SC: We know that you transacted and not your mother.

MR PITA: That is right.

ADV MYBURGH SC: And we know that you go there working hours, driven by your driver, correct?

MR PITA: Correct. That is correct, Chair.

10 **ADV MYBURGH SC:** And you cancel the bulk of the boxes in October 2017.

MR PITA: That is incorrect, Chair, my mother cancels five boxes in 2017.

ADV MYBURGH SC: Okay, well your mother cancels the bulk of the boxes in October 2017 and from then onwards you only need one box.

MR PITA: That is correct, Chair.

ADV MYBURGH SC: Now you have told us that you commenced acting as the CFO taking over from Singh on the
20 1 August 2015, is that right?

MR PITA: That is correct.

ADV MYBURGH SC: And you acquire the first two of your boxes in June 2015, two months before then, is that correct?

MR PITA: That is correct.

ADV MYBURGH SC: And you acquire these two boxes while

you were – and I am sorry, but sometimes you – I see you are referred to as the Group Chief Supply Chain Officer and sometimes in the documents as the Group Chief Procurement Officer, is there any – what was your actual title or is there any difference between the two?

MR PITA: There is a difference.

ADV MYBURGH SC: Alright.

MR PITA: The Group Chief Procurement Officer reports to the Group Chief Supply Chain Officer.

10 **ADV MYBURGH SC:** So immediately before you started acting as the Group CFO what was your position?

MR PITA: Group Chief Supply Chain Officer.

ADV MYBURGH SC: Group Chief – so it is the first one, alright. And then the balance of the five boxes you acquire while you are the Acting CFO.

MR PITA: So the first two...?

ADV MYBURGH SC: Be the Acting or the CFO.

MR PITA: Only from the 4 August 2015.

20 **ADV MYBURGH SC:** Okay. Two while you are the Chief Supply Chain Officer and the balance while you were the Acting CFO.

MR PITA: That is correct, Chair, irrelevant whether I am the CFO or I am Gary Pita.

ADV MYBURGH SC: Now, Mr Pita, you will understand that this is an investigation and I have to inquire and explore with

you concerns that might arise and I am going to put those to you. I am not accusing you of anything but it is important that I am seeing to be doing my job and, of course, you will see in a moment that a potential difficulty is really the similarity between you and Mr Singh. But I just to, before I get there, look at this from a slightly broader perspective.

What we know is that you were involved in recommending to Mr Gama the payment of R166 million success fee to Regiments in respect of the Chine
10 Development Bank loan. Do you remember that?

MR PITA: Chair, it was not part of my summons, I would have to look back at the detail.

ADV MYBURGH SC: Sure.

MR PITA: Just to make sure that I give an accurate answer.

ADV MYBURGH SC: Okay, but I am not accusing you of anything, I am just trying to sketch for you the context. And in fact I think with VAT might ring a bell, it was 189 million and that was in April of 2015 and you did that in fact together with Mr Singh. You and Mr Singh recommended
20 that payment to Mr Gama. Do you recall that?

MR PITA: Chair, yes, I do.

ADV MYBURGH SC: Okay and the reason that I raise it, because this is the context that we are conducting our investigation. You probably have heard the evidence that that money was laundered onto the Gupta enterprise.

MR PITA: No, Chair, I have not.

ADV MYBURGH SC: You have not heard that evidence?

MR PITA: No.

ADV MYBURGH SC: Alright. Well, what happened is, when that money was paid it was then split out an ultimately it became part of the Gupta money laundering scheme. Have you not been following the evidence before the Commission?

MR PITA: No, the evidence, Chair, I have been seeing some snippets on social media but no, not the evidence.

10 **ADV MYBURGH SC:** Alright, so that was 189 million. Then another thing that you were involved in, do you remember the relocation pay the relocation payment to CNR of 647 million in July of 2015?

MR PITA: Chair, I cannot comment on the dates around what you are highlighting.

ADV MYBURGH SC: Okay, alright.

MR PITA: Because they were not part of the summons. So I would have loved to have – if you give me the documents so I can refresh my memory and provide a [inaudible –
20 speaking simultaneously]

ADV MYBURGH SC: If you would like to, you could put in a short affidavit. I am not – the Chairperson knows the dates, I am not trying to mislead you and I am not accusing you of anything, that is why it is not on the summons. I am not asking you to answer to that, I am simply sketching the

context. The context is important because you get boxes in June. We are talking about something now that happens in July. So in July 2015 we know that you are involved in the relocation negotiations and ultimately CNR is paid 647 million. Presumably ...[intervenes]

MR PITA: Chair, that does not ring a bell.

ADV MYBURGH SC: They are paid a relocation, they relocated from Pretoria to Durban, you were involved in those negotiations together with Mr Singh and what we know
10 is that a kickback agreement was entered into. Presumably you have heard of this, where BEX received a kickback of 67 million. Do you remember that?

MR PITA: I remember Mr Gonsalves and the consortium coming to meet Mr Gama and I, yes.

ADV MYBURGH SC: Correct, ja.

MR PITA: And making us aware that.

ADV MYBURGH SC: Ja, that money ...[intervenes]

MR PITA: But I do not recall R600 and odd million being paid to CNR for the relation.

20 **ADV MYBURGH SC:** Well that was the amount that was agreed and you need not worry about the exactly amount. What is important is that BEX received a 67 million kickback. That money also was laundered onto the Gupta enterprise. Have you heard that?

MR PITA: No.

ADV MYBURGH SC: And then we come to something else you were involved in, payment to Trillian of 93 million in respect of the club loan. This you are familiar with, right? That was in December of 2015. You know that?

MR PITA: Yes.

ADV MYBURGH SC: Okay. And do you know what happened to that money? Well, 74 million of it was paid directly out to Albatime which was also a part of the money laundering scheme.

10 **MR PITA:** I have no knowledge of that.

ADV MYBURGH SC: Ja. Now this is the context in which we are investigating these boxes, that I am putting to you in fairness. You know Kuben Moodley?

MR PITA: I have met Kuben Moodley.

ADV MYBURGH SC: Yes and when did you meet him?

MR PITA: Chair, it would have been probably late 2014 or early 2015.

ADV MYBURGH SC: Alright and where did you meet him?

MR PITA: What I recall was a golf day.

20 **ADV MYBURGH SC:** Okay. Now you in fact authorised the payment of this 93 million, the actual payment, you and Mr Singh, as I have it.

MR PITA: No, Chair, I do not recall that.

ADV MYBURGH SC: Okay. Alright, well perhaps I have – I think it was you and Mr Gama.

MR PITA: Chair, if you are talking about the club loan, it would have been recommended by myself and authorised by Mr Gama and recommended by the Group Treasurer.

ADV MYBURGH SC: So you will remember that you – and perhaps the issue might arise later, but your attorney indicated to me that you have some concerns about answering in relation to invoice tracking, the other document that we gave you and you raise it in the context of the fact there is a number of civil claims that have been launched
10 against you and a whole lot of other people, people who have also, like you, given evidence. One of those claims relates to the club loan and attached to that summons, one of the foundational documents, is actually the authorisation of payment of this 94 – perhaps I can hand – so this comes from that summons. Perhaps I could just hand this up to you.

MR PITA: Thank you.

ADV MYBURGH SC: Now, Mr Pita, this is a document that the Commissioner has – has already been introduced into
20 evidence, we have discussed it with Mr Gama and we know the sequence of events. But you see there – sorry, let me – you see there that Mr Gama – Transnet paid, he authorises payment on the 3 December 2015. Do you see that?

MR PITA: Yes I see that.

ADV MYBURGH SC: And you authorise payment on the 2

December 2015.

MR PITA: Yes, I see that.

ADV MYBURGH SC: So now let us go to the schedule that I put up just now, the handwritten schedule. Do you see on the same day, the 2 December 2015, you signed for two large boxes?

MR PITA: The 2 December?

ADV MYBURGH SC: 2015.

MR PITA: No, Chair, I do not see that.

10 **ADV MYBURGH SC:** Well – okay, what I am talking – let us retrace our steps.

MR PITA: Where do you ...[intervenes]

ADV MYBURGH SC: The handwritten schedule that I gave you, the ones with the annotations, between the two dots there is an arrow that reflects that on the 2 December 2015 you signed for two large boxes.

MR PITA: Yes, I see that, yes.

ADV MYBURGH SC: Can I take you please to page – just so that we are not missing one another. At page 1068, you
20 are there, you took large boxes on the 2 December 2015. Correct?

MR PITA: Yes, Chair.

ADV MYBURGH SC: So this was the context, Mr Pita, where you were involved in these three transactions, they are all tainted, they all gave rise to money laundering and in

respect of one of them, on the same day, you took two large boxes. I will give you an opportunity to comment on that.

MR PITA: Well, what I see from your analysis is that that – those two boxes were opened on the same day but nothing was accessed, there was no deposit made, there was nothing taken or brought in to any box on that day.

ADV MYBURGH SC: Sure. Presumably it was done in preparation of something.

MR PITA: No, that is not correct, I disagree with that.

10 **ADV MYBURGH SC:** Alright. We will come to that. But I am talking – I just want you to reflect on this bigger picture. I mean, I am little surprised, I mean, you know, surely you have been following in the press how the Guptas looted Transnet to the tune of over R40 billion. The evidence points to the fact that in relation to the acquisition of the 1064 locomotives that kickbacks in excess of R3.5 billion were paid. I mean, you have seen that evidence.

MR PITA: Chair, I have not seen the evidence.

ADV MYBURGH SC: Well, you have read about it, surely?

20 **MR PITA:** I have on social media, as I said.

ADV MYBURGH SC: And some of these things happened, as we have seen, under your watch when it came to – we know that the China Development Bank loan, we know that the ZAR club loan, those were facilities that funded the acquisition of the 1064. There you are. We know that the

payment to Trillian occurs in circumstances where Mr Essa is the majority shareholder. You have explained to us that you are going to Guptas and you are dealing with him. You understand why this falls under our investigation?

MR PITA: Sure.

ADV MYBURGH SC: Alright.

MR PITA: I have no knowledge of any of these payments that have been made that counsel is referring to. I do not have.

10 **ADV MYBURGH SC:** You do not have any?

MR PITA: No.

ADV MYBURGH SC: Okay, alright. Now you have mentioned Mr Moodley.

MR PITA: Yes.

ADV MYBURGH SC: You knew him, you met him at a golf day. Well, he also had a box at Knox Vault. Do you know that?

MR PITA: I do, through social media.

20 **ADV MYBURGH SC:** Absolutely because in fact I think that is how the Commission stumbled upon your box. His box was seized first.

MR PITA: Okay.

ADV MYBURGH SC: So he also has a box there. Did you know that?

MR PITA: That he has got a box there?

ADV MYBURGH SC: Ja.

MR PITA: I saw it in social media ...[intervenes]

ADV MYBURGH SC: Yes, but I mean I am talking about at the time when you got your boxes, did you know that he had a box there?

MR PITA: Yes, I did.

ADV MYBURGH SC: I see. And what Mr Singh? Did you know that he had – he had one more box than you He had eight. Did you know that?

10 **MR PITA:** No, at no time knew that Mr Singh had any box or a box at Knox.

ADV MYBURGH SC: So let us just have a look then – and I am going to give you an opportunity to comment on the similarities between you and Mr Singh. So you got seven boxes in six months. Mr Singh between 8 May 2014 and 9 February 2015, nine months, he gets eight boxes. He gets six large, one extra large and one extra, extra large. Then what we get – so his last box is February 2015. We then have a break for a few months and then you acquire seven
20 boxes in six months starting in June of 2015, so you have two back to back CFOs, this one gets eight boxes in nine months, then there is a break for three or four months and the next CFO then gets seven boxes in the next six months. Do you see the picture?

MR PITA: I understand what you said, yes.

ADV MYBURGH SC: Okay. And that was after you took over from him. Five of these boxes you got after you took over from him, two of them you got while you were in your previous position.

MR PITA: Okay.

ADV MYBURGH SC: Mr Singh also acquires these boxes incrementally. So he gets one and then he gets another one and then he gets two more and then he gets two more, just like you did. Mr Singh goes to Knox Vaults about once every
10 month or twice a month before he leaves for Eskom. You also seem to go there on average once a month, twice a month, correct?

MR PITA: That is not correct, generally I go there around ...[intervenes]

ADV MYBURGH SC: Okay, did you go there more often?

MR PITA: Every second month or so.

ADV MYBURGH SC: Okay, well, I was saying to you Mr Singh went once a month or – in fact, sorry, I did not mean twice a month, I meant once a month or once every two
20 months. You would go, you say, once every two months.

MR PITA: No, I did not say that, I would say – you said, Mr Singh would go once a month or twice a month.

ADV MYBURGH SC: Ja.

MR PITA: I said no, that was different to me.

ADV MYBURGH SC: Okay, you went ...[intervenes]

MR PITA: And in actual fact if you look at my visits, they are sporadic.

ADV MYBURGH SC: Okay. Both of you went during working hours and both of you were driven by the same driver. Those are the ...[intervenes]

MR PITA: Chair, I cannot comment on Mr Singh, I do not know the evidence that was discussed in Mr Singh's testimony but I was not driven only in working hours.

ADV MYBURGH SC: Okay.

10 **MR PITA:** You can see that there were – and I will count them. During all the visits there were three Saturdays within the visits.

ADV MYBURGH SC: Okay.

MR PITA: They were not during working hours.

ADV MYBURGH SC: Alright.

MR PITA: Even though I was potentially working at the time but I cannot comment on the similarities. I know what the boxes were used for.

20 **ADV MYBURGH SC:** Okay, but just – I am going to give – I just simply want to give you the opportunity and it is something I need to put to you because I think – I mean, it is a – it is a coincidence on your evidence, correct? It is a pure coincidence?

MR PITA: Well, like I said earlier on, I never knew that Mr Singh ...[intervenes]

ADV MYBURGH SC: You did not know that he had boxes there.

MR PITA: I never knew Mr Singh had [inaudible – speaking simultaneously]

ADV MYBURGH SC: Because, I suppose, of one view of life and let me put it to you, it almost looks as if you and Mr Singh might have had a kind of a handover where he said look, this is what you need to do. It is very strange. Do you want to comment on that?

10 **MR PITA:** I deny it. I totally deny it.

ADV MYBURGH SC: Alright. So ...[intervenes]

CHAIRPERSON: Did you – I am taking back. Did you only meet Mr Salim Essa after you had taken over Mr Singh's job at Transnet or did you meet him before?

MR PITA: Chair, I met him late 2015. Which was after I became the Acting Group CFO.

CHAIRPERSON: Yes, Acting Group CFO, ja.

MR PITA: That is correct.

CHAIRPERSON: Okay.

20 **MR PITA:** Not before.

ADV MYBURGH SC: So then I just wanted to ask you, this – the other thing that we need to inquire from you about is do I understand correctly – and there are some other documents that we have attached to the bundle – when exactly was this restaurant sold?

MR PITA: Late 2014, Chair.

ADV MYBURGH SC: Could I just ask you to go to page 1167? You will see there – well, let us go to 1166. It is a memorandum of agreement between the Killarney Mall, Nerina Trading, individuals, including yourself and your mother is that correct?

MR PITA: That is correct.

ADV MYBURGH SC: And if you go to 1167 under termination:

10 “The landlord agreed to terminate the lease agreement between the landlord and the tenant with effective from 31 October 2014.”

MR PITA: That is correct.

ADV MYBURGH SC: Is that when the restaurant was, your mother sold the restaurant, the effective date?

MR PITA: No the effective date of the sale of the restaurant was the 1st of October 2014.

ADV MYBURGH SC: Okay. So I just then wanted to take you to the schedule, my handwritten schedule. You will
20 see that it was eight months after that, that you got your first box.

MR PITA: That is correct Chair.

ADV MYBURGH SC: You say that the purpose of those boxes were to store documents from the restaurant.

MR PITA: That is correct Chair.

ADV MYBURGH SC: How do you explain the delay from October to June, the eight-month delay?

MR PITA: Quite simply Chair, if I may. So the restaurant was sold late 2014, the restaurant was sold effective date 1st of October, as we had suggested, we were asked to stay on with the new purchaser to assist over a couple of months where Michael Yonakis, one of the directors would then stay, and my mother would come and assist where possible to give an effective handover. Part of the
10 agreement of sale would be that we would do a stock count on the 30th of September, so that the stock would be brought into the books the 1st of October, when he takes over. There would be other accounts that would come through from the landlord, and various other accounts such as utilities, etcetera that would need to be settled and there would be a cut off between both parties, the purchaser and the seller.

The purchaser was also required to sign a lease
20 agreement with the landlord, which was similar to our lease agreement so that the landlord would not be out of pocket. There were various suspensive conditions, where the landlord would retain a certain retention amount to ensure that if the seller negated on any of these responsibilities that the landlord would then utilise the retention amount to make good on any amounts that were owing to them.

And we obviously signed a surety to make sure that if the purchaser did not abide by any of the conditions that we would have to step in, so that was the first part of it. I also have documentation which I can share with the Commission to bring into evidence that shows you that this lasted a number of months. In fact, we had bills coming through from November, December, and even January of 2016 and we were then finalising the accounts and our last payment to the landlord was on the 28th of May 2016 to
10 actually finalise these accounts, whilst we were doing a reconciliation with the seller. I have these details...[intervene]

ADV MYBURGH SC: Okay, I mean it is a very long answer, I am not sure I know what you are saying.

MR PITA: So the gist of it is there was a dispute on the same, so between my mother and the other partner, there was a dispute around what percentage was going to be given to who. So what had actually happened was the one partner Mr Yonakis was collating all of the financial details,
20 and my mother would do that over the period of time but the financial records were in a mess.

ADV MYBURGH SC: Okay, but just so that I understand that Mr Pita, I do not want to – that is really not what I was driving at, do I understand you to be saying - and I have pointed out to you the eight months' delay, there was a

termination of the lease, first box was only obtained in June, eight months later, if I understand what you are saying there was a handover, your mother was working in the restaurant, or during this time.

MR PITA: During, this time, my mother and my cousin were working at the restaurant, mainly my cousin during the handover so that the purchaser could understand the processes and procedures.

ADV MYBURGH SC: So what happened in June that gave
10 rise to the need for a box, so that is what I am saying?

MR PITA: If I could Chair, with respect, just to answer the question fully to provide adequate context.

ADV MYBURGH SC: Sure.

MR PITA: The facts are that because a dispute arose, and there is quite a significant sum of money, the decision was made that we would do a reconciliation of all inputs by both partners. Initially, there was an agreement that certain aspects were needed to be put into the business and that not had not been compliant.

20 So in order to ensure a fair split, there was a decision around how much would be initially provided as part of the sales price to each partner and there was an agreement that my mother would then do a reconciliation, taking all the financial records from Mr Yonakis which were boxes and boxes full. That only happened really in 2015

when, after the handover, as I say we have actually only finalised the accounts on the 28th of May 2015.

And during that process, my mother began to go through the hordes of boxes and financial records to determine what documents were relevant to be able to create the reconciliation. That reconciliation would then determine what the appropriate fair split would be of the purchase price. That was done over a period of time in 2015 and when we felt that we were getting somewhere we
10 started opening boxes for the financial records. In Knox, we felt that Knox was the safest place because we were dealing with a sum of money here and we also felt that we just could not keep it at my house. My house had been burgled, already – our estate had been burgled, so we wanted to keep it safe and Chair then through that process we thought that this would be finalised quite quickly.

Unfortunately, my mother was working in the West Rand I was in the CBD, there were two options to actually get a vault and if you go onto Google, you will look at the
20 two top options are IBV vaults, which is in Sandton and the Knox Vault. The Knox Vault I do not live in Sandton, we do not live in Sandton, so that would be quite inconvenient. We live in the south of Joburg, so we chose the Knox Vault, which was opposite to the Killarney Mall, which we knew about.

We then over a period of time, obviously put documents into the different vaults, depending on what we needed, as we uncovered, what we required to create the reconciliation and then we will work through these documents. Unfortunately, time did not allow a huge amount of emphasis in 2015, there were only four visits in 2015, to actually put some of the documents in place and then we worked on the documents in 2016, there were only four visits in 2016. I was very busy, I could not really help
10 and my mother then retired in 2017, early 2017 and that is where you find there was a number of visits through to the vault, mostly her where she was reconciling the numbers and eventually they came to an agreement around the purchase price.

ADV MYBURGH SC: Alright, so just so that I understand this then, she has a whole lot of documents, where were these documents originally stored at your house?

MR PITA: Originally, at Mr Yonakis's house and then over time in 2015 taken to my house.

20 **ADV MYBURGH SC:** Okay, so we have these documents at a house, right and so now I understand the choice of a vault, it is coincidental that the restaurant used to be opposite the Killarney Mall, that is not what got you there. The documents were at your house or the partners house, they were worked through if I understand your evidence

correctly, once you got a sort of a core batch of what you considered important documents, you felt that they were so valuable that they needed to be stored at a vault, right?

MR PITA: That is correct, yes.

ADV MYBURGH SC: Then what you would started doing then, on the 2nd of June 2015, you would with a laptop bag, or any bag from then onwards, driver three might take you there, you would take out your bag, go to the box, put the documents in the box, come back with an empty bag, right?

10 **MR PITA:** No not in all instances, you would take some documents out.

ADV MYBURGH SC: Yeah, no absolutely but that is what you did. So you would go and deliver documents, you might take out documents but just look at the sequence here, Mr Pita. So your mother's going through documents at your house or at the partner's house, now there is a need on the 2nd of June to get a box.

Then two weeks later, there is a need to get another one, then two months later, there is a need to get another
20 one and then one month later - now you need two, and then you go there on the 2nd of December 2015 with no documents, as you say, but you get two boxes. What is going on here? These are documents from the sale of a restaurant, is that your version?

MR PITA: Yes, that is correct Chair we had to use the

boxes for - not just the financial documents, it was the documents that would assist with the reconciliation of the purchase price between the partners. It was also the financial documents like bank statements, documents such as the lease, such as occupational health and safety certificates, as well as other documents pertaining to the business.

We also kept the vaults for family documentation, such as certified copies of kids birth certificates, wills, 10 retirement annuity and pension funds and various family valuables.

ADV MYBURGH SC: Yes, but what gave rise to the need for the vaults was not that it was the documents of the restaurant.

MR PITA: That is correct.

ADV MYBURGH SC: So...[intervene]

MR PITA: It was the business documents and the financial records, Chair.

ADV MYBURGH SC: From the restaurant?

20 **MR PITA:** Huh?

ADV MYBURGH SC: Why did you not just put a safe in your house?

MR PITA: It was going to be too small, Chair.

ADV MYBURGH SC: Okay, Mr Pita you had – and we have seen because we have stacked up some files boxes

for Mr Singh, really the dimension of a file box, but in height because we know what the width and the depth is. In height you had 91 centimetres of 7 x 13, you had 91 centimetres of a – is it a meter? It is not a very big safe, I mean really, it is less than a meter high safe and it is that wide and that deep.

MR PITA: Chair, so the main factor was the safety aspect. We felt that being in a vault it would be kept safe. I had already mentioned that my house had been burgled and
10 other houses in the estate, that is why we chose that option.

ADV MYBURGH SC: Yes but they did not burgle your safe? **MR PITA:** No, I did not have a safe.

ADV MYBURGH SC: I see, well, my point is why did you not - I need to ask you this because you spending 25 to R30,000 a year – you could have just bought a safe.

MR PITA: No, Chair, that is not what we decided on because of the safety requirement that I just mentioned now that our house, my house was burgled. Additionally,
20 other time, we felt that we might have only needed one or two boxes, but we found more documentation that took the better part of six month and then we worked through those documents to get to a reconciling figure.

ADV MYBURGH SC: And you went to Knox Vault, which was actually very inconvenient for you to store the

documents, because you see initially when I read your affidavit, I thought these documents were coming from Killarney Mall to the vaults across the road but that is not what is happening.

MR PITA: That is not the case.

ADV MYBURGH SC: You yourself had admitted that this is actually a very inconvenient place for you.

MR PITA: I have not admitted that Chair.

ADV MYBURGH SC: Well did you not say it?

10 **MR PITA:** It is the closest place from our house, and it is the closest place from our offices.

ADV MYBURGH SC: Alright, so it was convenient.

MR PITA: Yes.

ADV MYBURGH SC: What we do know it is literally down the road from the Gupta's, correct?

MR PITA: Yes.

ADV MYBURGH SC: Alright, so all the similarities between - and the other thing which I should have mentioned to you is you cancelled or your mother cancels
20 the boxes in - five of them, in October 2017. Mr Singh cancelled all of his boxes in August, two months before that 2017.

MR PITA: I cannot comment on that, Chair.

ADV MYBURGH SC: So this is all coincidental.

MR PITA: I cannot comment on that, Chair.

ADV MYBURGH SC: No, then it must be coincidental, correct?

MR PITA: Well Chair, I do not speculate. If the facts are that he closed the box on that date, then...[intervene]

ADV MYBURGH SC: No, I am talking about the big picture. **MR PITA:** But there is a difference here because we did keep the box for family valuables such as wills and key policies, retirement annuities, pensions...[intervene]

ADV MYBURGH SC: One of them.

10 **MR PITA:** And that would be corroborated by the Commission, who investigated the boxes.

ADV MYBURGH SC: Oh, absolutely.

CHAIRPERSON: But on your version, I am not sure why you resist this proposition that it was quite incidental because on your version it is not because there was any coordination of these activities between yourself and Mr Singh.

MR PITA: Sure, I am just saying it is factual the dates are - that counsel is providing is factual.

20 **CHAIRPERSON:** Ja.

ADV MYBURGH SC: I am just - I mean, my question did not really just relate to the date, insofar as your version and I suppose it is important that you state it clearly, insofar as there are parallels between the Singh picture and the Pita picture and there are some in fact there are

many, you say that is coincidental, it must be your version.

MR PITA: Chair, my version is that the boxes were opened for a particular reason, I am not aware what or I do not understand Mr Singh's testimony, I have not seen that, so I cannot comment on it.

ADV MYBURGH SC: No, you can you can accept for the moment, because I want you to engage with this question. You can accept that what I have put to you is accurate.

MR PITA: Okay.

10 **ADV MYBURGH SC:** So you would then say that insofar as there are parallels between the Singh and the Pita picture, that is simply coincidental.

MR PITA: I would say so, yes.

ADV MYBURGH SC: Right, let me then go to the second issue that I want to question you about and this need not take long, because it is really just one narrow thing. You have been provided with a copy of what we refer to within the Commission as a report from the money flow stream. So this is the stream headed up by a colleague of mine,
20 who really is tracking all the money laundering and that report, Mr Pita, you find that page 1084.

MR PITA: Yes, I have got it Chair.

ADV MYBURGH SC: Okay, and what we have done is we have directed your attention to two paragraphs in this report, and those are paragraphs 13 and 14, that is at page

1088. Are you there?

MR PITA: I am there Chair.

ADV MYBURGH SC: And I just want to read these to you:

10 “Regiments maintained a running reconciliation of the payments that received from Transnet and the corresponding payments that had made to Essa’s laundry entities and Albertyn. The spreadsheet containing this reconciliation was named advisory invoice tracking, a copy of the advisory invoice tracking spreadsheet generated on 7 December 2015, Annexure 6 shows that these laundry repayments included payments on every contract with McKinsey and that in addition to the payments in the 15/16 financial year, just under R90 million worth of laundry payments had been made in respect of Regiments/McKinsey contracts in the 14/15. financial year.”

20 Now, that Annexure 6 appears - if I could ask you to go there at page 1150, that is the cover sheet and it follows after that. You see that, but there is a spreadsheet at 1151 and 1152 and further, do you see that?

MR PITA: Yes, Chair.

ADV MYBURGH SC: Okay, so let us just have a look at this 1151, just so that you get a sense of it. I mean, some of these things you have been involved in – let me ask you

to in the project line, track down to about ten lines from the bottom, you see highlighted is the China Development Bank, you see that?

MR PITA: I see that.

ADV MYBURGH SC: You see there was the amount that we discussed earlier of a 189million and you see, I suppose will come as a surprise to you that 147 of that was paid out to Albertyn, do you see that?

MR PITA: I see that.

10 **ADV MYBURGH SC:** And then what you will see in respect of many of the amounts that are highlighted in yellow and green is that, an amount was being paid to Regiments, then half of the money was being paid to Homex and 5% was being paid to Albertyn. Do you see that?

MR PITA: Chair, where do you see Regiments?

ADV MYBURGH SC: Okay, well this is the Regiments spreadsheet.

20 **MR PITA:** Chair, because I recall asking through my legal team, that this document, which was generated on the 7th of December, Annexure 6 does not seem to correlate with what was suggested in paragraph 14, which was allegedly sent to me on the 5th of August.

ADV MYBURGH SC: Yeah, no we going to come to that, yeah.

MR PITA: Because it deals with different dates, so I am not sure if this is the document that was then sent to me.

ADV MYBURGH SC: No, no this is – it is not suggested just that - I am sorry, if I am perhaps did not make myself clear. This is money flows are saying, look they keep this running schedule of invoices and payments, okay. And they put up an example and you right we come in the next paragraph to what was actually sent to you, I am just asking you to have a look at this.

10 I mean, what it paints and you can say you did not know anything about this, but look at these projects that you are familiar with, the first, the second amount of yellow shading. There we get, for example, NMPP, you see that? So the fee, there was 3.9million, what you see is half of that was paid out to Homex, 1.9...[intervene]

MR PITA: Counsel where are you please?

ADV MYBURGH SC: Okay, so you see the heading Transnet in the middle?

MR PITA: Yes.

20 **ADV MYBURGH SC:** Track down, there is the second amount of yellow shading.

MR PITA: Yes.

ADV MYBURGH SC: And then if you go to the right, you see NMPP, take any of these, so NMPP 3.9million to Regiments, 1.9 half of it paid out to Homex, 197, 5% paid

out to Albertyn. Did you know anything about this?

MR PITA: No, Chair.

ADV MYBURGH SC: Alright. So that is - you know, when I spoke to you earlier about the money laundering scheme it is also part of that but let me just ask aske you whilst I am on that to ask you this. What is also attached Mr Pita to this money flows report are a series of RFP's. Let me take you to the one just to make this point, let me take you to the one that appears at page 1090.

10 **MR PITA:** I am there Chair.

ADV MYBURGH SC: You see this is an RFP in relation with the coal line, you familiar with what happened and I do not know if you have been following the evidence of Mr Singh. There was a time where there were four confinements, I think in four days or something like that, this is one of those, it was a confinement to McKinsey in relation to the coal line. **MR PITA:** Okay.

ADV MYBURGH SC: And what we actually saw yesterday, is that you were involved in authorisation and I am not
20 suggesting for a moment you did anything wrong, but that you were involved in the authorisation. Did you ever have an occasion to read This RFP?

MR PITA: Firstly, can I just ask a question for clarity, Chair?

ADV MYBURGH SC: Sure.

MR PITA: When you say it, counsel, I was involved in the authorisation, authorisation of what?

ADV MYBURGH SC: No, well, let me reflect on this - what you were involved in, if I understand it is there was a decision to confine the award of this to McKinsey and after that, there was an RFP that was drawn up and then there was a decision to actually award to McKinsey, I think it was in the process of that we saw your signature.

And this was at a time where you were holding the
10 procurement position. I just wanted to ask you, do you -
can you remember this? There were four of these things,
do you ever recall reading this RFP?

MR PITA: No, Chair, I would not have gotten the RFP.

ADV MYBURGH SC: Okay, so in your procurement position, you would not have looked at the RFP's?

MR PITA: No, Chair, there would be a team that would look at the RFP, I would never be involved in the RFP or the evaluation of the RFP, we would have senior members of Transnet GM positions that would look at these RFP's
20 unfortunately, I do not have the details here and I do not want to speculate.

But I do recall these confinements and also recall that they will all subjected to the high value tender process, which is an independent process, where for example, auditors would look at whether Transnet had

followed the processes, the PPM, which is the procurement procedure manual, as well as complying with all the relative laws and legislation.

And they all received the green satisfactory mark, and also I was not involved in the proposals themselves or who the – or the detail.

ADV MYBURGH SC: Okay.

MR PITA: This is the first time I saw this when you actually sent it through to me.

10 **ADV MYBURGH SC:** No fair enough, why I asked you this and again, it is part of our inquiry I am not suggesting that you are necessary implicated in this but it is important that we have you here as an as a procurement person. I just wanted to show you something which is quite troubling is that if you go to page 1105, Regiments Capital were now partnering with McKinsey, they have been the supply development partner. You will see that on the left hand side under the heading Regiments Capital there is some text and what is then said at the top of 1106 is that we will
20 subcontract...[intervene]

CHAIRPERSON: I am sorry what is the page Mr Myburgh?

ADV MYBURGH SC: 1106.

CHAIRPERSON: Okay, alright.

ADV MYBURGH SC: It says there:

“We will subcontract consultants and services from

a company advisory, Homex and Albertan.”

Those were the money laundering companies. Homex was Mr Essa’s on the evidence that has been presented, it still obviously needs to be assessed whether or not the Chairperson accepts it, it will be his decision, but on the face of it Homex is Mr Essa’s money laundering company.

MR PITA: I was not aware of that, Chair.

ADV MYBURGH SC: Can you explain to us how is it possible that this was not picked up in a rigorous
10 procurement process? I mean, Homex and Albertyn were shell companies but Albertyn was owned by Mr Moodley, Homex was owned by Mr Essa.

MR PITA: I was not aware of that, Chair.

ADV MYBURGH SC: Yes, but that was not my question. How is it possible from a procurement perspective that that was not picked up?

MR PITA: Well Chair, I suppose I would be speculating if I would be answering I would be giving an opinion. If I had all the RFP’s, the confinement and the adjudication or
20 evaluation pages I would be able to give a better answer.

ADV MYBURGH SC: Okay, but...[intervene]

MR PITA: I want to help the Commission here Chair, I just do not have all the details.

ADV MYBURGH SC: No, well take this as the detail it was not picked up and here it is, can you help us?

MR PITA: Yeah, I would – it is not just that I also picked up a funny in these documents. So I am reading this for the first time ever, because I have never seen these documents, I picked up on 1130, if you could turn to page 1130.

ADV MYBURGH SC: Yeah.

MR PITA: It says on the top of the page:

“Hi Janine.

10 The numbers that I am using is based on the Anoj memos to Brian regarding these projects, it does not include expenses. Are you sure that your numbers are correct?”

Now this is from Regiments, Mr Pillay to McKinsey, Ms Janine Kumar. I find that firstly, very concerning that to me...[intervene]

CHAIRPERSON: I am sorry did you say page 1130?

MR PITA: 1135.

ADV MYBURGH SC: 35, okay.

CHAIRPERSON: Okay.

20 **MR PITA:** 1135 it says, Hi Janine at the top.

ADV MYBURGH SC: Yes, we with you.

MR PITA: Okay, so this is an email. When I read through this for the first time, I basically deduced that whilst they were busy compiling the proposals, the joint proposals, albeit that McKinsey is the header and the footer of the

proposal. So it seems that McKinsey is leading the process of joining the proposals of Regiments and McKinsey.

That Regiments is asked about their numbers and whether it makes sense for the supply and development where these business development issues are arising and Regiments, partner, Mr Pillay asks McKinsey - the numbers that I am using are from a memo to Brian regarding these projects that do not include expenses, etcetera.

10 Why would - how would they get a memo around these projects before this RFP is even issued or adjudicated upon? That to me, raises a red flag.

ADV MYBURGH SC: No, absolutely well, just to your point, Mr Pita as you probably know, McKinsey has accepted that in all instances, where it worked alongside Regiments, those contracts were tainted, and it is undertaken most recently, to repay to Transnet I think it is R850million. So yes I mean there are a lot of problems around these. So let me then go back to...[intervene]

20 **MR PITA:** Chair, just to also add, as part of your question, if I may, with respect to the counsel. I do find it strange that items were not been picked up. I mean, from our perspective, in 2014, nobody knew who Homex was to be quite frank with you. So whether it was a Gupta entity or not, it could have been any company name.

So the procurement people who were looking through this would look at this as bona fide but what confuses me is that the people, these are actual contracts. So every contract would have a contract manager.

ADV MYBURGH SC: Yeah.

MR PITA: Now the contract managers job is to ensure that the rights and obligations of the contract are met and these are not Junior people, you would generally have senior business process owners in the divisions. This
10 deals with big parts of our business, the coal line, the iron ore line, manganese and the MNPP.

So you would find that each of these contracts would have had a very senior contract manager or business process owner, that would sign off that work had been done in order to get paid and if that was done correctly, they would also determine whether all the people who were supposed to be doing work on the projects had in fact done that work. That is internally from a Transnet perspective.

Externally from a supplier point of view, I cannot
20 understand how other anyone from Regiments, or McKinsey did not pick up that they had actually seen that these entities were supposed to do work under these projects but that these entities might not have done work on the projects. How is it possible being a project manager of a company like McKinsey's that you would not pick up that

these people were not in fact doing the work.

ADV MYBURGH SC: Alright, so let us go back to page 1088 paragraph 13 and 14, let me just repeat in respect of 13 there is not a suggestion that the 7th December spreadsheet was sent to you. Let us get to 14, Regiments forwarded copies of advisory invoice tracking spreadsheets to Anoj Singh, when he was the CFO, see for example Annexure 7, and his successor at Transnet CFO Pita, see for example Annexure 8. Now what we have done we first
10 provided just the email and then we provided you as well with the attachment, could I ask you please to go to page, and this should be right at the end of that bundle. You see at page 1171 there is the email, are you there?

MR PITA: These are the corrected documents that were sent?

ADV MYBURGH SC: Ja, 1171.

MR PITA: Yes Chair.

ADV MYBURGH SC: From Eric Wood the 5th of August to yourself and it is headed outstanding invoices, did you
20 receive this email?

MR PITA: Chair I have no independent recollection of receiving this email or seeing it.

ADV MYBURGH SC: You don't have any independent recollection?

MR PITA: No, I don't remember seeing this email at all.

ADV MYBURGH SC: Alright.

MR PITA: It is obviously sent to me, you can see that it is sent to me on the 5th of August, I started as the Acting Group CFO on the 1st of August.

ADV MYBURGH SC: Exactly.

MR PITA: Monday was the 3rd of August so I would have been two days into my job, the general process would be that because I was flooded with emails and it was an interim role, because we expected Mr Singh to be coming
10 back, I would be getting a lot of correspondence from the supply chain area and then also trying to handle duties from a Chief Financial Officer point of view. So the PA and I had a system where she would print out important documents that she felt, or that I gave her guidance on that I would look at, and anything that was related to a particular GM that reported in to me, if it is tax it would go to the GM of tax, if it was treasury, treasury, and then you would have the GM in the office of the CFO's office and if somebody would ask that there were outstanding invoices,
20 and in this case they talk about May and June, and that they have underlying supporting memos, they would probably be directed to that GM, otherwise I would have directed it to that GM to determine whether there were outstanding invoices, so I don't remember seeing this at all.

ADV MYBURGH SC: Well let's just go through the text if we may, alright, so what we know is you accept that it was sent and received but you can't – you have no independent recollection. It says:

“Hi Gary,

Please could you assist with the attached list of outstanding invoices [in particular the May and June 2015 are overdue. Should you require the underlying invoices and supporting memo's [as
10 delivered to Transnet] at time of invoicing please let me know.

Your assistance in this regard is much appreciated.”

So you also presumably then can't remember dealing with this?

MR PITA: No I asked, Chair through you, sorry, I asked my legal team to ask for any emails, I don't have any emails, because I am sure that I would have forwarded it to somebody if I did see the email. If my PA forwarded it to
20 somebody there must be some trail, or even if I responded to the email at all, but as I say I don't recollect seeing this email but it would probably be sent to the GM of the Office of the CFO and then he would have been tasked with finding out whether the business process signed off on the outstanding invoices.

ADV MYBURGH SC: But I just need to take an instruction

as to whether we received your request, so you say you asked for any emails that might have followed this? Alright. My investigators say they didn't receive that, but we can follow that up, you are more than entitled to have made that request and if it was made or even if it is made now we can provide you with whatever may exist.

So let's then go to the attachment Mr Pita, so what you have is at 1172, 1172 and 1173 are very similar, but at 1172 you have a list of outstanding invoices but at 1172
10 you have a list of outstanding invoices, alright, and if you go to 1173 ...[intervenes]

MR PITA: Chair can I just ask for clarity. So is 1172 the attachment ...[intervenes]

ADV MYBURGH SC: Yes.

MR PITA: ...that was sent with the email on 1171?

ADV MYBURGH SC: That is what I am told yes.

MR PITA: So therefore one would assume that that is what I would look at if I had opened the attachment, this would be the attachment, 1172, and I see that there is
20 outstanding invoices in May and June as highlighted in the mail.

ADV MYBURGH SC: Yes, but of course you don't have any recollection of this?

MR PITA: Okay.

ADV MYBURGH SC: As I understand it.

MR PITA: Yes, I don't have any recollection, I am just trying to ascertain whether this is the attachment, because of the confusion and the new batch was sent to us.

ADV MYBURGH SC: So this is as we call it the first view.

MR PITA: Okay.

ADV MYBURGH SC: Now what you get if you go to 1173 is that there was – there's a tab – we can show you this on the computer if you would like. In the bottom left hand corner of what you would see on the screen there's one of
10 those Excel tabs, and if you hit that tab this box that you see there comes up, and it enables you to unhide certain things. Are you familiar with those workings of Excel?

MR PITA: I know that you can hide and unhide but I am not familiar with this box that you refer to.

ADV MYBURGH SC: If you hit the – there's a tab and if you hit that tab then the box comes up. Did you know anything about that?

MR PITA: No.

ADV MYBURGH SC: Alright you're familiar with the
20 workings of Excel presumably?

MR PITA: General workings yes.

ADV MYBURGH SC: Okay, you know that when you receive Excel documents in particular because even lawyers know it, where there are tabs that gives you functionality or there are other documents.

MR PITA: Okay.

ADV MYBURGH SC: You know that from excel?

MR PITA: I have seen dropdown boxes from excel that you can sort through columns.

ADV MYBURGH SC: Ja, okay, so what is – and then what that enabled you to do is if in that box that you see you hit Transnet revenue, that would then take you to 1174, and that's then a similar invoice tracking document to the one that we dealt with, the December one, so did you come
10 across any of these documents?

MR PITA: No.

ADV MYBURGH SC: And now you remember?

MR PITA: Excuse me?

ADV MYBURGH SC: Now you remember?

MR PITA: No I don't recall ever seeing this.

ADV MYBURGH SC: Okay so is it no, or is it I don't recall, sorry?

MR PITA: No I haven't seen this before.

ADV MYBURGH SC: Okay you have never seen this
20 before?

MR PITA: No.

ADV MYBURGH SC: So what you can tell the Chairperson is you don't know whether you received 1171 but you didn't see 1172, is that right?

MR PITA: I have no recollection of seeing any of these

documents?

ADV MYBURGH SC: Oh, you've got no recollection of seeing any of them. So what is the – what would your most likely response Mr Pita have been to this, and I am – I do understand that you were new to the position. I am sure like many people you were busy, but that's all part of the job. I think that we – it is important for the Commission to know how you would have reacted to this, because different people might have reacted differently. Typically
10 what would you – I mean it's his first day or second day on the job, first week, Mr Wood is an important person, Regiments is a big service provider to Transnet.

MR PITA: Not at all.

ADV MYBURGH SC: Not at all?

MR PITA: No.

ADV MYBURGH SC: Have you seen the kind of money that they have been paid, I mean let's just go, have a look at 1174, I mean in fact the evidence before money flows is that in the space of just a few years Regiments were paid
20 more than a billion rand by Transnet.

Now do you know, have you followed the evidence around Regiments?

MR PITA: I haven't followed the evidence around Regiments.

ADV MYBURGH SC: So Regiments had a deal with Mr

Essa where they were paying to him 50cents in every rand,
I mean you might have seen that ...[intervenes]

MR PITA: I read that in your report on McKinsey.

ADV MYBURGH SC: Astonishing.

MR PITA: H'm.

ADV MYBURGH SC: So let's go backwards, you say they
are not – Regiments were not a big and important service
provider? You are the incoming Chief Financial Officer,
here comes an email from Mr Wood from Regiments, is this
10 an important email or not?

MR PITA: No, it's not.

ADV MYBURGH SC: Why not?

MR PITA: It's one of many emails of a service provider
asking for outstanding invoices, there are many other
priorities on my mind in my first week of office.

ADV MYBURGH SC: So that is what I am interested in,
how would you as the incoming CFO, someone is asking for
money, typically what would you do?

MR PITA: I would have a process in place where my PA
20 would be able to deliver the lesser important mails to the
respective GM's who were responsible for those particular
sections.

ADV MYBURGH SC: So – but you see what is difficult
and perhaps I think the Chairperson and I have a sense of
just how wide-ranging the contracts were in respect of

Regiments. I mean we've seen that have happened by this time, those confinements, they were involved at one time in – they were actually part of the 1064 transaction advisors, I mean they were all over the place, so when you say you would sort of bat it off to a GM how would that work, because they were working all over Transnet, in many different divisions, in many different companies, who would you have referred this to?

MR PITA: Chair it depends, look I don't know who I referred it to, it would be helpful to get the email if I responded to it at all but as I said this wasn't a priority, I had other bigger matters to attend to, but I would generally ask my PA to as I said provide it to one of the GM's, generally the GM in the office of the CFO and that person would be able to then send it through to the relevant business process owner, so in this line of evidence we are talking about four contracts, we are talking about iron ore, manganese, coal and NMPP. Each of those contracts would have had a contract manager, who were a business process owner and that's why I think, or that is why I know the – either the PA or the GM responsible would send the outstanding invoices to so that they can be assessed and determined whether work was done adequately to their satisfaction and they would request a sign-off before my office would ever consider a sign-off.

ADV MYBURGH SC: Okay so then perhaps I understand your version better, when we talked about a GM we are talking about a General Manager within your department, someone below you, but a finance person who would then be able to deal with these various projects.

MR PITA: Correct.

ADV MYBURGH SC: Right, thank you Chairperson that – Mr Pita let me give you the last word, is there anything you would like to add to what you have said, both in relation to
10 driver 3 / the vaults and this part of your testimony? Your counsel ...[intervenes]

CHAIRPERSON: Maybe before he does that if he wishes to say something, why did you feel the need to always go and meet with Mr Essa or – I mean for a number of times at the Gupta residence or in his venue of choice, rather than have him coming to you?

MR PITA: Chair if you recall in my earlier testimony I suggested to Mr Essa, after our first meeting at the Gupta residence, the time that I didn't actually realise it was a
20 residence of the Guptas that because of the cession we could meet on a regular basis, he actually suggested it and I actually invited him to the Carlton Centre. He then proposed if we could possibly meet at his office because he had had a bad experience and an attempted hijacking in the CBD.

CHAIRPERSON: Why should that be your problem?

MR PITA: Yes Chair well I was quite comfortable with meeting him at a venue other than the Carlton Centre as on most occasions I would be meeting a variety of different companies in and around Johannesburg.

CHAIRPERSON: You see part of the concern about that is that the evidence that has been led in the Commission suggest that most of the time they were like, they acted like they were calling the shots. I see that in your affidavit
10 you said that on one or two occasions and I think you used the word he summoned you to – I don't know whether it was the Gupta residence but that seems to me inappropriate, to say somebody who is actually wanting to get business from you is the one that is summoning don't you think, don't you share that view?

MR PITA: Chair as I mentioned in the beginning there was definitely an air of arrogance with Mr Essa and through that air of arrogance he felt like he could talk to people the way he wanted to. I'd encountered many
20 people like that in my dealings and as I said I have got big shoulders, when dealing with public enterprises everyone seems to know everyone in politics, everyone seems to be politically connected and I thought nothing of it.

Chair the main concern for me was when we spoke about doing summons was the fact that we weren't paying

a service provider for goods that had been vetted and that they were potentially going to lose jobs as a matter of the non-payment, and I felt that was serious enough for me to attend to.

CHAIRPERSON: Well I would have thought that if you thought he was arrogant, for me that would have been an added reason why I would say well you come here or I choose where we are going to meet, I am not going to be coming to your residence, I am not going to be coming to
10 your offices, I may go there once but you know it is a little concerning for me that here is an acting group CFO of one of the largest SOE's in the country, Transnet is being summoned by this person to come to have a meeting about business in his place of choice all the time, he never comes to your office, he never goes to a venue of your choice and for quite a few times he does this and you comply, so I am concerned about that.

MR PITA: Chair maybe just a bit of context to that. In terms of my testimony you will also recall that Mr Essa had
20 asked me to visit him on various occasions where I didn't comply, if the word is comply, so I chose when to go when I felt it was serious enough to go and have a meeting at the Gupta residence. You will come to the going where I actually highlighted that but on the last two occasions they were dealing with trying to sort out a thorn in Transnet's

side, dealing with reputational damage, dealing with potentially closing down a business and people losing your jobs and I felt it appropriate that I should go.

On other occasions I said no.

CHAIRPERSON: H'm.

MR PITA: Or I said we would meet at a restaurant for example so Chair please by no means by my testimony take it that I was at the beck and call of Mr Essa. As I had already said it was a professional relationship, I had
10 no other relationship with him and in fact it was an unpleasant one.

CHAIRPERSON: H'm, okay. Did you wish to say anything else, anything you want or that you feel ...[intervenes]

MR PITA: No Chair I just wanted to thank the Commission for the opportunity to come here and to share my testimony, thank you.

CHAIRPERSON: And thank you for availing yourself to share with the Commission your knowledge of the matters
20 that it is investigating

MR PITA: Thank you Chair.

CHAIRPERSON: I don't know whether your counsel wish to re-examine or anything?

COUNSEL FOR MR PITA: No need, thank you Chair.

CHAIRPERSON: Okay, thank you.

ADV MYBURGH SC: Chairperson could I just please ask that this invoice and payment authorisation that I handed up could you please mark that as page 1068[A], we will then enter it into the exhibit formally.

CHAIRPERSON: You handed up two pages on separate occasions is that right?

ADV MYBURGH SC: Yes my handwritten annotations I don't think need to find their way into the record.

CHAIRPERSON: Ja, yes.

10 **ADV MYBURGH SC:** But the payment advice, the tax invoice I think it perhaps goes at 1068[A] because it then would follow the two boxes, proof of the two boxes that were obtained also on the 2nd of December 2015.

CHAIRPERSON: You say 1068[A]?

ADV MYBURGH SC: 1068[A].

CHAIRPERSON: Okay.

ADV MYBURGH SC: Thank you Chairperson.

CHAIRPERSON: A in brackets or what?

20 **ADV MYBURGH SC:** I suppose A in brackets is fine
Chairperson.

CHAIRPERSON: Ja, okay, alright. Okay before we adjourn for the benefit of the public I just need to make it known that there will be no hearings for the rest of this week, and next week there might be one day or two when the Commission would sit but it might be that it won't sit at

all, the next sessions would be the week after next week.

That is simply because the Commission is wrapping up the hearing of oral evidence and it should have concluded its oral evidence by end of March, that was not possible but it is now quite close to wrapping it up. There will be some few identified witnesses who will give evidence before the end of June, there are not many, one of them is of course the President who his appearance was adjourned recently.

10 So there will be no hearings this week, further hearings this week but the Commission will keep the public informed when there is going to be a session.

In the meantime various personnel are working on work that needs to be done in relation to preparation for – preparation of summaries of evidence and so on, so there will be work that is going on behind the scenes.

We are now going to adjourn, thank you Mr Myburgh and your team, thank you Mr Pita and your legal team for your cooperation, thank you to the technicians and the
20 staff for staying until so late in the evening.

Thank you, we adjourn.

REGISTRAR: All rise.

INQUIRY ADJOURNS SINE DIE

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